

City of Ironwood
213 S. Marquette St.
Ironwood, MI 49938



IRONWOOD

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AGENDA
REGULAR IRONWOOD CITY COMMISSION MEETING
MONDAY, FEBRUARY 13, 2023

LOCATION: IRONWOOD MEMORIAL BUILDING
COMMISSION CHAMBERS
213 S. MARQUETTE ST.
IRONWOOD, MI 49938

Public Hearing – 5:25 P.M.
Regular Meeting - 5:30 P.M.

ZOOM OPTION AVAILABLE FOR THE PUBLIC

(Please visit the City website at www.ironwoodmi.gov or the notice posted at the Memorial Building for Zoom Webinar login instructions.)

PUBLIC HEARING
5:25 P.M.

- A. Open Public Hearing.
 - B. Public Hearing: To hear comment on proposed Ordinance #538, an Ordinance providing for the vacation of the Alley between the 400 and 500 Blocks of Birch Street and Ash Street, and the Right-of-Way Vacation of Deane Street from Birch Street to Ash Street in the City of Ironwood.
 - C. Close Public Hearing.
-

REGULAR MEETING
5:30 P.M.

- A. Regular Meeting Called to Order.
Pledge of Allegiance of the United States of America.
- B. Recording of the Roll.



This Institution is an Equal Opportunity Provider, Employer and Housing Employer/Lender



C. Approval of the Consent Agenda. *

All items with an asterisk () are considered to be routine by the City Commission and will be enacted by one motion. There will be no separate discussion of those items unless a Commission member or citizen so requests, in which event the item will be removed from the General Order of Business and considered in its normal sequence on the agenda.*

*1) Approval of Minutes:

a. Regular City Commission Meeting Minutes of January 23, 2023.

2) Review and Place on File:

a. Pat O'Donnell Civic Center Board Meeting Minutes of January 2, 2023.

b. Ironwood Planning Commission Meeting Minutes of December 1, 2022.

c. Downtown Ironwood Development Authority Meeting Minutes of November 17, 2022.

d. Parks and Recreation Committee Meeting Minutes of January 12, 2023.

D. Approval of the Agenda

E. Citizens wishing to address the Commission on Items on the Agenda. (Three Minute Limit)

F. Citizens wishing to address the Commission on Items not on the Agenda. (Three Minute Limit)

OLD BUSINESS

G. Discuss and Consider adopting Ordinance #538, an Ordinance providing for the vacation of the Alley between the 400 and 500 Blocks of Birch Street and Ash Street, and the Right-of-Way Vacation of Deane Street from Birch Street to Ash Street in the City of Ironwood and authorize the Mayor Pro Tem and Clerk to sign.

H. Discuss and Consider authorizing a \$28,092.50 payment to Kleiman Pump & Well Drilling for the replacement and installation of the Booster Pump #3 motor, an increase of \$6,491.50 from the original quote.

I. Discuss and Consider the Cemetery Lawn mowing bid.

NEW BUSINESS

J. Discuss and Consider authorizing the City to seek bids for the Margaret Street Culvert installation Project.

K. Discuss and Consider approving the Gogebic County Land Bank Access and Demolition Agreements as a condition of the State Land Bank Grant and authorize the City Manager to sign.

- L. Discuss and Consider approving Xcel Energy D/B/A Northern States Power Easements at Big Springs Well Fields and the Pump Station for the replacement of the existing Power Line at Xcel Energy's cost and authorize the Mayor Pro Tem to sign.
- M. Discuss and Consider authorizing the DPW to seek bids for a new Front End Loader.
- N. Discuss and Consider approving a \$12,000 Colligo GIS Proposal.
- O. Discuss and Consider approving Resolution #023-002, a Resolution approving the Third Supplement to the GIWA Contract and authorize the Mayor Pro Tem and Clerk to sign the Third Supplement to the Contract.
- P. Discuss and Consider authorizing the IPSD to purchase and install audio-visual equipment for \$14,123.17 using 100% Grant Funds through a Department of Treasury First Responder Grant.
- Q. Discuss and Consider authorizing the IPSD to seek grant funding for the acquisition of patrol vehicles through a USDA Community and Facilities Grants and Loan Program.
- R. Discuss and Consider approving the \$5,490.00 Annual Contract with Merit Network for internet service at the Memorial Building and authorize the City Manager to sign.
- S. Manager's Appointments.
- T. Manager's Report.
- U. Other Matters.
- V. Adjournment.

Proceedings of the Ironwood City Commission Meeting

A Regular Meeting of the Ironwood City Commission was held on January 23, 2023, at 5:30 P.M., in the Commission Chambers, Second Floor of the Municipal Memorial Building in the City of Ironwood.

A. Mayor Corcoran called the regular meeting to order at 5:30 P.M.

B. Recording of the Roll.

PRESENT: Commissioner Andresen, Mildren, Semo, Korpela, and Mayor Corcoran.

ABSENT: None.

C. Approval of the Consent Agenda. *

*1) Approval of Minutes:

a. Regular City Commission Meeting Minutes of January 9, 2023

2) Review and Place on File:

a. Parks and Recreation Committee Meeting Minutes of September 8, 2022, October 3, 2022, and November 7, 2022.

b. Ironwood Housing Commission Meeting Minutes of December 13, 2022.

c. Downtown Ironwood Development Authority Meeting Minutes of September 29, 2022.

3) Poverty Exemption Resolution #023-001.

Motion was made by Korpela seconded by Andresen, to approve the Consent Agenda as presented. Unanimously passed by roll call vote.

D. Approval of the Agenda.

Motion was made by Mildren, seconded by Semo, and carried to approve the agenda as presented.

E. Review and Place on File:

1. Revenue & Expenditure Report.

2. Cash and Investment Summary Report.

Motion was made by Semo, seconded by Mildren, and carried to receive and place on file the Statement of Revenue & Expenditures Report for the month ending December 31, 2022, and the Cash and Investment Summary Report for December 31, 2022.

F. Approval of Monthly Check Register Report.

Motion was made by Semo, seconded by Mildren, to approve the Monthly Check Register Report for December 31, 2022. Unanimously passed by roll call vote.

G. Citizens wishing to address the Commission on Items on the Agenda. (Three Minute Limit)

There were none.

H. Citizens wishing to address the Commission on Items not on the agenda. (Three Minute Limit)

Peter & Nancy Sturgul, 225 W. Midland Street, addressed the Commission regarding a contractor hauling and dumping snow to the vacant lot adjacent to their property. Concerns on the garbage left when the snow melts and the increase of spring melt flooding the neighborhood were noted.

OLD BUSINESS

I. Discuss and Consider the Grant Agreement between the Michigan Department of Environment, Great Lakes and Energy (EGLE) Finance Division and the City of Ironwood for the \$3,000,000 Drinking Water Asset Management (DWAM) Lead Service Line Replacement Project Grant and authorize the City Manager to sign all related grant documents.

Motion was made by Mildren, seconded by Andresen, to approve the Grant Agreement between the Michigan Department of Environment, Great Lakes and Energy (EGLE) Finance Division and the City of Ironwood for the \$3,000,000 Drinking Water Asset Management (DWAM) Lead Service Line Replacement Project Grant and authorize the City Manager to sign all related grant documents. Unanimously passed by roll call vote.

NEW BUSINESS

J. Discuss and Consider approving the 2023 Summer Tax Collection Agreement with the Gogebic Ontonagon Intermediate School District Board and authorize the City Treasurer/Finance Director to sign.

Motion was made by Semo, seconded by Andresen, to approve the 2023 Summer Tax Collection Agreement with the Gogebic Ontonagon Intermediate School District Board and authorize the City Treasurer/Finance Director to sign. Unanimously passed by roll call vote.

K. Discuss and Consider authorization to seek bids for 2023 Pavement Striping.

Motion was made by Mildren, seconded by Korpela, to authorization to seek bids for 2023 Pavement Striping. Unanimously passed by roll call vote.

L. Discuss and Consider approving Change Order Number #1 from PK Contracting, LLC in the amount of \$3,551.59 for 2022 pavement striping.

Motion was made by Semo, seconded by Mildren, to approve Change Order Number #1 from PK Contracting, LLC in the amount of \$3,551.59 for 2022 pavement striping. Unanimously passed by roll call vote.

M. Discuss and Consider Phase 5 Consultant Selection.

Motion was made by Mildren, seconded by Semo, to approve selecting Coleman Engineering as the Phase 5 Consultant for the Water and Sewer Project scheduled on Albany and Frederick Streets. Unanimously passed by roll call vote.

- N. Discuss and consider authorization to seek bids for the 2023 Phase 1 Water Treatment Plant project, upon receipt of EGLE permit and USDA approval to go out for bids.

***Motion** was made by Mildren, seconded by Semo, and carried to authorize the City to seek bids for the 2023 Phase 1 Water Treatment Plant project, upon receipt of EGLE permit and USDA approval to go out for bids.*

- O. Discuss and Consider Introduction of Ordinance No. 538, Vacation of the alley between the 400 and 500 blocks of Birch Street and Ash Street, and the right-of-way of Deane Street from Birch Street to Ash Street, City of Ironwood and schedule a public hearing on Monday, February 13, 2023, at 5:25 P.M.

***Motion** was made by Semo, seconded by Mildren, and carried to schedule a public hearing on Monday, February 13, 2023 to hear comments on Ordinance Number 538, an Ordinance to Vacate the alley between the 400 and 500 blocks of Birch Street and Ash Street, and the right-of-way of Deane Street from Birch Street to Ash Street.*

- P. Discuss and Consider authorization to seek bids for the creating of a Community Forest Stewardship Plan.

***Motion** was made by Semo, seconded by Korpela, and carried to authorize the City to seek bids for the creating of a Community Forest Stewardship Plan.*

- Q. Discuss and Consider authorization to seek bids for Jessieville Water Tank repairs.

***Motion** was made by Semo, seconded by Andresen, and carried to authorize the City to seek bids for Jessieville Water Tank repairs.*

- R. Manager's Report.

City Manager Paul Anderson provided the following verbal update:

- 1. City DPW crews are continuing snow removal efforts this week. Blower is down for a couple days with a mechanical issue that is getting fixed then will be back in the field pulling snow. They are also clearing hydrants and today cleared snow from the DPW garage roof.*
- 2. City has started to enforce the downtown sidewalk snow removal ordinance. This will be charging property owners who do not clear their sidewalks w/in 24 hours, \$200 for having a Contractor do the snow removal.*
- 3. Water Plant: Phase 1 plans have been reviewed by the State EGLE department and should be reissued to EGLE in coming days which they will then issue the permit. After State approval, then we need RD approval to go out to bid. RD has already approved the plans.*
- 4. Boilers, HVAC Controls and Roof Top Units bids were received today and are being evaluated. Fire Alarm system improvements going out to bid this week.*
- 5. Coleman working on \$3MIL Lead Service Line replacement bidding documents for this summer start of construction.*
- 6. Upcoming work sessions include:
Feb 13 at 4 PM: Budgeting goals. Please begin thinking of next Fiscal Year goals that you would like to be considered at this work session.*

7. *The last Jack Frost event will be Light up the Night Christmas Tree burning at the Norrie Amateur Sports Club on Saturday this weekend (January 28th, 2023).*
8. *Xcel Energy is working on some improvements near downtown and may have some road closures later this week. Public Safety is reviewing those requests.*
9. *City will be posting our job posting for summer help very soon. We also have a retirement coming up soon in DPW, so we will be posting that job in the months to come as well.*

S. Other Matters.

Commissioner Semo thanked the City Manager for providing very thorough weekly update reports.

Commissioner Mildren thanked staff for their continued efforts working with State and Federal Representatives and Grants to keep the City's forward progress.

Mayor Corcoran requested to be excused from the February 13, 2023, meeting. Motion was made by Semo, seconded by Mildren, and carried to excuse Mayor Corcoran from the February 13, 2023, meeting.

T. Adjournment

***Motion** was made by Semo, seconded by Korpela, and carried to adjourn the meeting at 6:02 P.M.*

David Andresen, Mayor Pro Tem

Jennifer L. Jacobson, City Clerk

Civic Center Meeting Minutes

1/2/23

1. Meeting was called to order at 5:03 pm by Gullan.
2. Roll Call: Gullan, Re, Stempihar, Thomason, and Mgr. Kivisto present. Mildren absent. Two seats open.
3. Motion to approve the agenda was made by Re, seconded by Thomason. Motion approved.
4. Motion to approve the minutes was made by Stempihar, seconded by Gullan. Motion approved.
5. Motion to accept the financials and place them on file was made by Re, seconded by Thomason. Roll call vote was as follows: Gullan-yes, Stempihar-yes, Thomason-yes, Re-yes. Motion approved.
6. Citizens wishing to address the Board on items on the agenda: N/A
7. Citizens wishing to address the Board on items not on the agenda: N/A
8. Old Business:
 - A. Batting Cages: Discussion about the batting cages was held. Discussion included but wasn't limited to the type and size of batting cage (50 ft. trapezoid, freestanding); batting cage set up; egress to emergency exit; cost (\$2,229.00); potential sponsors/donations; and building our own pitching mounds. More information will be gathered about lead time before a decision is finalized.
 - B. New Ice Plant Generator System: Discussion about the ice plant generator system was held. Discussion included but wasn't limited to Mgr. Kivisto being in contact with Rink Tec, but still waiting on an estimate.
 - C. Lindquist Electric Estimate for Bleacher Outlets: Discussion about the bleacher outlets was held. Discussion included but wasn't limited to only being able to use one outlet at a time otherwise the breaker gets tripped; the cost estimate for Lindquist Electric to rewire outlets (\$4,985.00); and seeking out other estimates.
9. New Business:
 - A. Skate Purchase: Discussion about a skate purchase was held. Discussion included but wasn't limited to the need for more skates of popular sizes; purchasing \$931.00 in hockey and figure skates to meet this need; and having a great open skating season so far.
10. Manager's Report:
 - A. Locksmith: Discussion about needing a locksmith was held. Discussion included but wasn't limited to the locksmith from Ashland coming to replace the lock on the outside, middle door again; still waiting for the bill.
 - B. Ironwood Area Schools: Discussion about the IAS using skating as part of their physical education curriculum was held. Discussion included but wasn't limited to IAS renting ice for 4th-6th grade students for six (6) weeks on Mondays, Tuesdays, and Thursdays from 12:00 pm- 2:30 pm.
 - C. High School Hockey: Discussion about another high school boy's hockey game being held at the Civic Center was held. Discussion included but wasn't limited to the game being held on January 24th, 2023, at 6:00 pm.

- D. Craft Show: Discussion about the craft show was held. Discussion included but wasn't limited to the date (4/15/23); and getting vendors registered (13 tables already).
 - E. Gun Show: Discussion about the gun show was held. Discussion included but wasn't limited to Mgr. Kivisto contacting local and state authorities regarding licensing; and working with Ray Kangas to iron out the details of date and time.
11. Other Matters:
- A. Mgr. Kivisto: Sewer: Discussion about the sewer was held. Discussion included but wasn't limited to everything being flushed; and the possibility of getting a filtration system for incoming water to the Civic Center.
 - B. Thomason: PBHC Banners: Discussion about the Polar Bear Hockey Club looking for a 10-spot space for banners specifically for "PBHC Backers;" PBHC would make the banners and profit would be a 50/50 split; more information will be gathered before a decision is made.
12. Next meeting Monday 2/6/23 at 5:00 pm at the Civic Center.
13. Motion to adjourn at 5:56 pm was made by Re, seconded by Thomason. Motion approved.



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PROCEEDINGS OF THE IRONWOOD PLANNING COMMISSION Thursday, December 1, 2022

A Regular Meeting and Public Hearing of the Planning Commission was held on Thursday, December 1, 2022 in the City of Ironwood Memorial Building Women's Club Room.

1. Call to Order: Chair Davey called the meeting to Order at 6:00 p.m.
2. Recording of the Roll:

MEMBER	PRESENT		EXCUSED	NOT EXCUSED
	YES	NO		
Sam Davey	X			
Scott Bissell	X			
Stephanie Holloway	X			
Mark Silver	X			
John Spence	X			
Rich Jenkins		X	X	
Anne Lawrence		X	X	
David Andresen ex-officio, non-voting member	X			
	6	2		

Also present: Community Development Assistant Tim Erickson.

3. Approval of the November 3, 2022 Meeting Minutes: Jenkins mentioned a clerical error than needs to be changed.

Motion by Silver to approve the Meeting Minutes. Second by Bissell. Motion Carried 5 to 0.

4. Approval of the Agenda:

Motion by Bissell to approve the Agenda. Second by Silver. Motion Carried 5 to 0.

5. Citizens wishing to address the Commission regarding Items on the Agenda (three-minute limit): None.
6. Citizens wishing to address the Commission regarding Items not on the Agenda (three-minute limit): None.
7. Items for Discussion and Consideration.

A. Public Hearing: PC Case 2022-013 Site Plan Revision at 138 W. Ayer Street: Erickson presented the attached memo. The applicant gave some background and Erickson presented the site plan. The applicant discussed the flat roof change along with air handlers being located on the roof. The Commission discussed the Lawrence street parking concerns as related to residential houses along that dead-end street. They discussed the potential for the City Commission to remedy any issues for parking or any other improvements in the public right of way.

Motion by Silver to approve the site plan with the conditions that the project must meet all conditions of their previous site plan approvals and to issue an extension to the site plan to expire June 30, 2023 if project hasn't started. Second by Bissell. Motion Carried 5 to 0.

B. Approve meeting Schedule for 2023 (Jan 5, Feb 2, Mar 2, April 6, May 4, June 1, July 6, Aug 3, Sept 7, Oct 5, Nov 2, Dec 7)

Motion by Holloway to approve the meeting schedule. Second by Silver. Motion Carried 6 to 0.

C. Comprehensive Plan Implementation Status of Priority Action Items.

I. Strategy 4.2 Prepare a Wayfinding Master Plan.

a. The Commission will schedule a committee meeting to discuss this project.

II. Downtown Development Plan and TIF Plan Project.

a. The Downtown Area Citizens Council has been appointed and will be meeting at the end of the year.

8. Other Business: Silver asked about the zoning ordinance. City Manager/Engineer Paul Anderson introduced himself to the Commission.

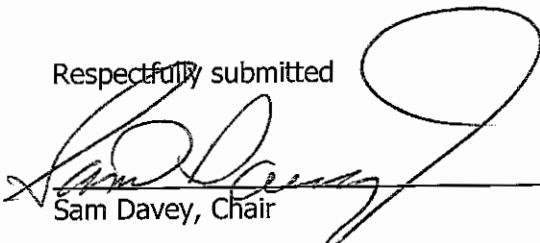
9. Next Meeting: Thursday, January 5, 2023 at the Ironwood Memorial Building.

10. Adjournment:

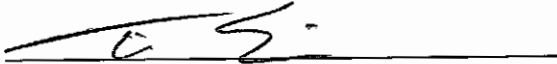
Motion by Jenkins to adjourn the meeting.

Adjournment at 6:32 p.m.

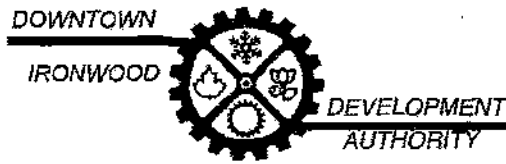
Respectfully submitted



Sam Davey, Chair



Tim Erickson, Community Development Assistant



**Proceedings of the Downtown Ironwood Development Authority
Thursday, November 17, 2022**

A regular meeting of the Downtown Ironwood Development Authority (DIDA) was held on Thursday, November 17, 2022 at 8:00 A.M. in the City of Ironwood Commission Chambers

1. Call to Order: Chair Nosal called the meeting to order at 8:00 A.M.
2. Recording of the Roll.

MEMBER	PRESENT		EXCUSED	NOT EXCUSED
	YES	NO		
Cathy Flory	X			
Nancy Korpela, Vice	X			
Kim Corcoran	X			
Robert Alexander	X			
Amy Nosal	X			
Molly Gardner	X			
Ivan Heilen		X	X	
Robbie Sardinha	X			
Bruce Greenhill	X			
	8	1	Quorum	

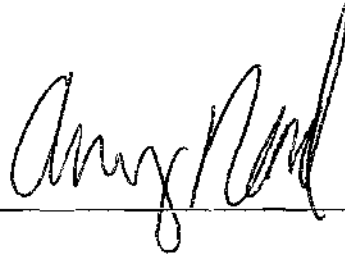
Also, present: Community Development Director, Tom Bergman, and Community Development Assistant, Tim Erickson.

3. Approval of the October 27, 2022 Meeting Minutes:
Motion by Corcoran to approve the meeting minutes. Second by Korpela. Motion carried 8 to 0.
4. Approval of the Agenda:
Motion by Korpela to approve the Agenda with item 7 removed. Second by Greenhill. Motion carried 8 to 0.
5. Citizens wishing to address the Authority on Items on the Agenda (Three-Minute Limit):
None.
6. Citizens wishing to address the Authority on Items not on the Agenda (Three-Minute Limit):
None.

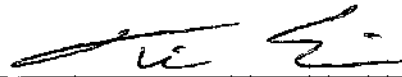
7. Receive and place on file the financial report: This item was removed from the agenda.
8. Items for Discussion and Consideration.
 - A. Downtown Development Plan Update: Bergman gave an update with the plan. The Downtown Area Citizens Council has been appointed by the City Commission. Bergman and Alonen worked through the assessing info to send to the consultant.
 - B. First Friday Update: Erickson gave an overview of the December First Friday along with the Winter Series for 2023. There was much discussion about the Northern Elves Festival and their activities. The Authority discussed having more musicians throughout the downtown for the Summer Music Series. Discussion of doing the alley way improvement plan was brought up along with the potential to block off Aurora Street for events. Corcoran brought up the idea of extending First Friday into Saturday.
 - C. Update on Downtown Historical Signage Project: Director Bergman is working with the Department of Public Works and the City Attorney to move forward with the signage project.
 - D. Michigan Arts and Culture Council Mini Grant Application for Summer Music Series: Erickson discussed increasing the DIDA's contribution to the Summer Music Series if the DIDA wanted to do more programming.

Motion by Greenhill to approve to apply for \$4000 MACC Mini Grant Application, second by Korpela. Motion carried 8 to 0.
 - E. Downtown Trees Update: Erickson has reached out to UW Extension educator Darrin Kimbler to help educate the City of Ironwood with proper maintenance for downtown street trees. Bergman talked about businesses adopting a tree. Corcoran asked about the Master Gardeners and their help with the Pocket Park. The Authority discussed snow removal and how to get the snow removed from the sidewalk in front of vacant buildings. Funding for some of these projects may be able to be funded through the TIF. Sardinha discussed the need to activate buildings that have been sitting vacant.
9. Other Business: Nosal discussed the protestor that was downtown and Sardinha discussed her interaction. Nosal asked Bergman to bring it up to Public Safety Director DiGiorgio to investigate the situation. Greenhill asked about the Downtown City Square skating rink.
10. Next Meeting: Tuesday, December 15, 2022 at 8:00 a.m.
11. Adjournment.

Motion by Flory to adjourn the meeting, second by Corcoran. Motion carried 8 to 0.



Amy Nosal, Chair



Tim Erickson, Community Development Assistant



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Proceedings of the Parks and Recreation Committee
Thursday, January 12, 2023, 5:00 p.m.

A regular meeting of the Parks and Recreation Committee was held on Thursday, January 12, 2023 at 5:00 P.M. at the City of Ironwood Memorial Building Auditorium, 213 S. Marquette Street, Ironwood, MI 49938.

1. Call to Order:

Director Bergman called the meeting to order at 5:00 p.m.

2. Recording of the Roll:

MEMBER	PRESENT		EXCUSED	NOT EXCUSED
	YES	NO		
Paul Kostelnik	X			
Sam Davey	X			
Tom Kangas – Vice Chair	X			
Kim Corcoran, ex-officio, non-voting	X			
Jerry Nezworski	X			
Danielle Boyette	X			
Randy Kirchhoff		X	X	
Jake Ring		X	X	
	7	1		

Also present; Community Development Director Tom Bergman, and Community Development Assistant Tim Erickson.

3. Approval of the Agenda:

Motion by Kostelnik to approve the Meeting Agenda. Second by Nezworski. Motion carried 6 to 0.

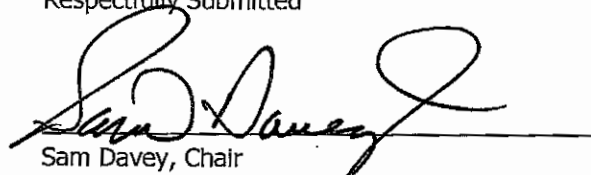
4. Approval of the November 7, 2023 Meeting Minutes:

Motion by Boyette to approve the Minutes. Second by Kangas. Motion carried 6 to 0.

5. Citizens wishing to address the Committee on Items on the agenda (Three-Minute Limit): None.

6. Citizens wishing to address the Committee on items not on the Agenda (Three-minute limit): None.
7. Items for discussion and consideration.
 - A. Set Meeting Dates for 2023 (Jan 12, Feb 6, Mar 6, Apr 3, May 1, June 5, July 13, Aug 7, Sept 14, Oct 2, Nov 6, Dec 4):
Motion by Kangas to approve the meeting schedule. Second by Nezworski. Motion carried 6 to 0.
 - B. Discussion of 2023 Goals (see attached sheet): Director Bergman went over the attached goals. The Comprehensive Plan will be getting updated soon. He discussed a potential donation to improve Hiawatha park.
Motion by Kostelnik to approve the goals with the inclusion of Curry Park expansion. Second by Nezworski. Motion carried 6 to 0.
 - C. Discussion of DNR Grant Applications for 2023: Director Bergman discussed the need to take a year off from requesting funding through the DNR Trust fund as it is negatively impacting the City's score. He mentioned that the DNR Sparks grant will be a higher priority with larger funding amounts.
 - D. Motorized Trails Update – GRTA: The GRTA is having its 50-year anniversary. Snowmobilers in the area seems to have increased.
 - E. Project Updates: Phase 1 of the beltline is being worked on. The Miners Park project has another mile of trail along with some signage that needs to be installed.
8. Other Business: None.
9. Next Meeting: Monday, February 6, 2023 at 5:00 p.m.
10. **Adjournment: Motion by Kangas to adjourn the meeting. Second by Kostelnik. Motion Carried 6 to 0. Adjournment at 5:42 p.m.**

Respectfully Submitted



Sam Davey, Chair



Tim Erickson, Community Development Assistant

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MEMO

To: Mayor Corcoran and The City Commission

From: Tom Bergman, Community Development Director

Date: February 10, 2023

Meeting Date: February 13, 2023

Re: Adoption of Ordinance Number 538; Alley and Street Right of Way Vacation Request.

At the previous City Commission meeting the City Commission scheduled a public hearing for February 13th, 2023, to vacate the alley and street right-of-way behind Birch Street and at the end of Dean Street. This alley and street right-of-way vacation is being requested by Michael and Greta Erm who plan to build a new house on the property adjacent to Deane Street. City utility easements will be maintained by the City of Ironwood, and construction will not be considered on the easement.

As a reiteration, this request is consistent with Strategy 6.11(c) of the Comprehensive Plan which discusses pursuing alternative strategies to encourage, fund and facilitate redevelopment projects. Putting underutilized City property back into private ownership will accomplish this strategy.

The Planning Commission also reviewed this request and made a motion of full support for the vacation of the discussed right-of-way.

Attached is Ordinance Number 538 for your consideration of adoption.

Recommendation

Recommend that the City Commission adopt Ordinance Number 538 as presented.



This Institution is an Equal Opportunity Provider, Employer and Housing Employer/Lender



52-26-107-030
BERNIER TRUST NO. 2007

52-26-108-040
SCULL, ABRAHAM T.

E Birch St

E Birch St

52-26-112-070
WHITLOW, JOHN

52-26-112-050
ERM

DEANE

52-26-111-070

Future
Erm
Home

52-26-111-010

PENROSE

52-26-111-050

PENROSE

ALLEY

ALLEY

52-26-112-040
ERM, MICHAEL & GRETA

52-26-111-020
PENROSE, WILLIAM N.

Request to vacate the ALLEY and DEANE ST south of Birch

ORDINANCE NO. 538, BOOK 5

AN ORDINANCE PROVIDING FOR THE VACATION OF THE ALLEY BETWEEN THE 400 AND 500 BLOCKS OF BIRCH STREET AND ASH STREET, AND THE RIGHT-OF-WAY VACATION OF DEANE STREET FROM BIRCH STREET TO ASH STREET, CITY OF IRONWOOD, GOGEBIC COUNTY, MICHIGAN ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPTING AND RESERVING IN SAID PORTION OF SAID ALLEY AN EASEMENT THEREIN FOR PUBLIC UTILITY PURPOSES WITHIN THE RIGHT-OF-WAY OF SAID ALLEY SO VACATED.

WHEREAS, Michael and Greta Erm, petitioned for the vacation of the alley between the 400 and 500 blocks of Birch Street and Ash Street, and the right-of-way of Deane Street from Birch Street to Ash Street, City of Ironwood, Gogebic County, Michigan, according to the recorded plat thereof.

WHEREAS, The Planning Commission of the City of Ironwood has duly considered and investigated said Petition, and has reported and recommended to the City Commission that said described street and alley be vacated; and

WHEREAS, This City Commission after due consideration of said petition, has determined that the health, welfare, comfort and safety of the people of the City of Ironwood and their best interests will be served by vacating said public street and alley;

NOW, THEREFORE, THE CITY OF IRONWOOD ORDAINS:

Section 1. The vacation of that portion of the Alley between the 400 and 500 blocks of Birch Street and Ash Street, and the right-of-way of Deane Street from Birch Street to Ash Street, City of Ironwood, Gogebic County, Michigan, according to the recorded plat thereof, hereby is vacated, and said street and alley so vacated shall vest in the rightful proprietors owning lands adjacent thereto and bordering thereon as shown in the Plat of said Addition in accordance with MCLA 560.227a.

Section 2. The City of Ironwood hereby reserves an easement in the portions of said public alley and Deane Street hereby vacated for public utility purposes and maintenance within the right-of-way of said portions of said street and alley so vacated, as provided by law.

Section 3. The City Clerk of the City of Ironwood, Michigan is hereby directed within thirty (30) days after the adoption of said ordinance to record a certified copy of this Ordinance giving the name of the plat affected by this ordinance, with the Gogebic County (Michigan) Register of Deeds, and further shall send a copy of said Ordinance to the State Treasurer of the State of Michigan.

Section 4. All ordinances or parts of ordinances or resolutions in conflict herewith are hereby repealed.

Section 5. This ordinance shall be published pursuant to Section 6.1 of Chapter 6 of the City Charter, and shall be effective upon recordation with said Register of Deeds pursuant to MCLA 560.256, as amended.

Adopted and approved by the City Commission of the City of Ironwood, Michigan this ___ day of _____, 2023.

JENNIFER L. JACOBSON, CITY CLERK

DAVID ANDRESEN, MAYOR PRO TEM

Published in accordance with provisions of Section 6.1 entitled Legislation of Chapter 6 of the Charter for the City of Ironwood, Michigan on _____, 2023.

City of Ironwood
213 S. Marquette St.
Ironwood, MI 49938



IRONWOOD
MICHIGAN | *Find Your North*

Phone: (906) 932-5050
Fax: (906) 932-5745
www.ironwoodmi.gov

February 8, 2023

MEMO

TO: Paul Anderson, Ironwood City Commission

FROM: Bob Richards, DPW Supervisor

RE: Well Pump #3, Kleiman Pump & Well Drilling Invoice Update

The Department of Public Works/Water Utilities is presenting the City Commission with an updated invoice regarding the progress and installation of the high-pressure Booster Pump #3 UHS Repair/Replacement.

On December 27, 2022, the Commission approved the purchase of a 150HP, 3PH, 460V Booster Pump motor for \$21,151.00 from Kleiman Pump & Well Drilling, Inc. The quote presented in December included an estimate of \$4,500.00 for labor to install the pump. The total invoice cost of \$28,092.50 includes the Booster Pump Motor cost, the estimated labor cost plus an additional \$2,441.50 for the time and labor for work done prior to recommending the motor replacement.

To complete the project, Energenecs, Inc (the City's Scada Company for the pumping stations) will replace the motor starter and any necessary controlling components. Currently, there is no estimate from Energenecs, Inc., but I will continue to keep the City Commission updated as information is received.

The Water Utility Department is requesting approval of the additional \$6,941.50 to Kleiman Pump & Well Drilling.



This Institution is an Equal Opportunity Provider, Employer and Housing Employer/Lender





8 November 2022

Mr. Tim Pertile
City of Ironwood
Ironwood, MI. 49938

Re: High Pressure Booster Pump #3 VHS Motor Repair/Replacement

Dear Mr. Pertile:

Existing Motor:

Per your request, we are pleased to provide this proposal for the repair or replacement of the #3 booster pump VHS motor that we recently removed from the Booster Station Pump house. After we removed the motor on 8 September 2022, it was taken to a local motor rebuild facility for testing, teardown, and inspection. The motor failed two tests that they subject it to in determining how bad the failure is and what needs to be done so they can assemble a quotation. I just received the quotation, and it appears that the motor will need to be re-wound and there needs to be many new parts ordered (bearings, bearing sleeves, etc.) and other parts would need to be machined and fabricated in house. I am not sure how long this will take but the cost to rebuild your existing motor, not including our labor to remove and install it, would be **\$14,577.60.**

New Motor:

For comparison purposes, I requested a quotation from one of our VHS motor suppliers for a brand new 150Hp VHS 3ph 460v 1800RPM NRR Premium Eff & Inverter Duty Rated (VFD compatible) motor for comparison purposes. The VHS motor lead time is 1-2 weeks out from date of order and the cost is **\$21,151.00 (shipping not included FOB Factory).** Some minor machining on the existing head shaft may need to be done to accommodate the motor, which is not included. I am waiting to verify that the existing one would work as is or would need to be modified.

Labor:

Based on the actual time to remove and from our past experiences installing this specific VHS motor, the cost for the labor portion of this project is estimated to be **\$4500.00**

Our recommendation is to replace the failed motor with a new one due to the age of the motor as well the lead time to get it repaired and the special parts that would need to be machined, possibly each time going forward, that it would need to be rebuilt.



Depending on what the City's plan is for building the new treatment plant, I am also *highly recommending* that the spare pump end that is sitting on the floor of the booster pumphouse be rebuilt just in case one of the other ones fails that it would be ready to go. Should there be a failure on one of the other units, there may be a long lead time for parts or a backup in the

pump rebuild department that could be avoided by having that unit ready for installation. If you are interested in getting this unit torn down and inspected so a quote could be sent to you, please let me know.

Notes:

- Terms: Net 30, PO or Written Authorization to Proceed required prior to project commencement.
- KP&WD, Inc. is licensed under EGLE Water Well Drilling Contractor's License #22-2431 and is in good standing.
- Material pricing valid for 30 days.
- Spare pump teardown / inspection: should the pump be picked up, delivered to pump rebuild facility and torn down/inspected for a quotation, whether the pump is rebuilt or not a pickup/delivery and teardown fee will be charged. If pump is rebuilt, the fee will be included in the rebuild cost of the pump. If pump is picked up at the time of the motor installation, there will be no pick up fee, only the delivery and teardown of the unit.
- Any additional work or materials outside the SOW outlined in this proposal not included.
- No special wages or insurance are included in this proposal.
- Material warranty as per manufacturer's T&C. Warranty Information for U.S. MOTORS Products (nidec.com)
- O&M Manuals available upon request.

We appreciate the opportunity to provide you with this proposal and await your notice to proceed. If you have any questions or require additional information, please feel free to contact me at 906.774.1955.

Sincerely,
Kleiman Pump & Well Drilling, Inc.

Erik Kleiman
President



P.O. Box 704
Iron Mountain, MI 49801-0704

Phone: (906) 774-1955
Toll Free: (800) 672-7201

info@kleimanwater.com



INVOICE

DATE	INVOICE NO.
2/3/2023	23-063

BILL TO:
CITY OF IRONWOOD 213 SOUTH MARQUETTE IRONWOOD, MI 49938

JOB DESCRIPTION:
#3 HIGH LIFT BOOSTER REMOVAL AND INSTALLATION OF MOTOR 09/08/22, 01/25 & 02/01 BY 44-60

Customer Phone	P.O. #	TERMS	DUE DATE	JOB NUMBER
906-932-5050 KARE...		Net 30	3/5/2023	1111-22
QTY	DESCRIPTION	RATE	AMOUNT	
	09/08/22 PULLED MOTOR BY 44-60			
1	HOUR/S TWO MEN SHOP TIME	140.00	140.00	
7	HOUR LABOR 2 MEN - INDUSTRIAL	230.00	1,610.00	
7	HOUR PICK - UP TRUCK	20.00	140.00	
	SUBTOTAL		1,890.00	
	01/25/23 ATTEMPTED TO INSTALL MOTOR BY 44-60			
8.5	HOUR LABOR 2 MEN - INDUSTRIAL	220.00	1,870.00	
8.5	HOUR PICK - UP TRUCK	20.00	170.00	
	SUBTOTAL		2,040.00	
	02/01/23 INSTALLED MOTOR BY 44-60			
1	NIDEC LINESHAFT MOTOR 460V, 3PH., 150HP	21,151.00	21,151.00	
1	SHIPPING/HANDLING	550.00	550.00	
1	SHAFT - MACHINED BY LOCAL SHOP	841.50	841.50	
6.75	HOUR LABOR 2 MEN - INDUSTRIAL	220.00	1,485.00	
6.75	HOUR PICK - UP TRUCK	20.00	135.00	
	DATE RECEIVED <u>2/2/23</u>			
	P.O. # <u>Well Pump</u>			
	SIGNATURE _____			
	APPROVED DATE _____			
	ACCT # _____			

THANK YOU FOR YOUR BUSINESS!	Total: \$28,092.50
<ul style="list-style-type: none"> - PAYMENT DUE IN FULL WITHIN 10 DAYS OF INVOICE DATE. - 1.5% PER MONTH CARRYING CHARGE AFTER 10 DAYS. - VISA / MASTERCARD ACCEPTED - NO RETURNS ON PARTS AFTER 10 DAYS, SPECIAL ORDER ITEMS OR ON ELECTRICAL PARTS / COMPONENTS. - NSF CHECKS WILL BE CHARGED A \$35.00 FEE. - MATERIAL REMOVED FROM JOBSITE WILL BE DISPOSED OF AFTER 5 DAYS. NO EXCEPTIONS. 	Payments/Credits: \$0.00
Balance Due: \$28,092.50	



Please like us and share
your experience with us on
Facebook!



To: Mayor Corcoran and City Commission

From: Paul Anderson, City Manager

Date: February 8, 2023

Meeting Date: February 13, 2023

Re: Cemetery Mowing Bid

Update




On 1/27/23, the City received only one bid from 4-seasons Lawn and Property for the two year cemetery mowing contract. The cost of this bid is almost twice that of the previous contract's annual rate. Staff recommends that the Commission reject the current bid and authorize City Staff to go out for bids for a one-year Contract.

2-Year Cemetery Mowing

BID OPENING: Friday, January 27, 2023 @ 10:00 AM

Name of Bidder					Total Amount
4 Seasons Lawn & Property				2023	\$50,400. ⁰⁰
				2024	\$55,440. ⁰⁰

Witnesses to Bid Opening:

Bid Award

Action Taken:

ACCESS AND DEMOLITION AGREEMENT

ACCESS AND DEMOLITION AGREEMENT, dated as of February 9, 2023, between the Gogebic County Land Bank Authority, a Michigan public body corporate, whose address is 200 N. Moore St., Bessemer, MI 49911 (the “**Land Bank**”) and City of Ironwood whose address is 213 S. Marquette St, Ironwood, MI 49938 (“**Landowner**”).

Recitals

1. The Land Bank is seeking funds from the Michigan State Land Bank Authority’s (the “SLBA”) Blight Elimination Program (RFP 2023-001) to complete blight elimination and demolition activities in Gogebic County.
2. Landowner owns the real property which is identified on the attached Exhibit A (the “Subject Property”).
3. There are one or more structures located on the Subject Property which are blighted and which the Land Bank and Landowner agree require demolition. Such structures are identified on the attached Exhibit B (the “Blighted Structures”).
4. This Access and Demolition Agreement is necessary to permit the Land Bank to seek funding through RFP 2023-001 and to accomplish Demolition Activities, as outlined further below, if funding is ultimately awarded.

Accordingly, in consideration of the mutual promises stated in this Agreement, the Parties agree as follows:

1. Recitals. The foregoing Recitals are expressly incorporated as part of this Agreement, and the Parties confirm and represent to one another that said Recitals are true and correct to the best of their knowledge, information, and belief.

2. Access to Subject Property. The Land Bank and its agents and authorized representatives shall have the right to enter upon the Subject Property for any purpose related to the Land Bank’s response to RFP 2023-001 and to complete any Demolition Activities as contemplated by this Agreement. The Land Bank’s right to access the Subject Property shall commence upon the effective date of this Agreement.

3. Demolition Activities. If the Land Bank is awarded funding pursuant to RFP 2023-001, the Land Bank shall complete Demolition Activities on the Subject Property. Demolition Activities shall mean the removal of the Blighted Structures as well as any accompanying debris located on the Subject Property as well as any necessary fill and grading required to render the Subject Property safe due to the removal of the Blighted Structures. All Demolition Activities shall be completed by a licensed and insured contractor in a manner consistent with all applicable building, zoning, permitting, and environmental requirements. Demolition Activities shall be considered complete upon the provisions of written certification of same to Landowner by the Land Bank.

4. Obligations Contingent Upon Funding. The Land Bank's obligation to complete Demolition Activities as outlined in this Agreement is contingent upon the Land Bank being awarded funding pursuant to the SLBA's Blight Elimination Program (RFP 2023-001). If the Land Bank is not awarded funding pursuant to RFP 2023-001, the Land Bank shall have no further obligation with respect to this Agreement and this Agreement shall be null and void.

5. Right to Terminate. The Land Bank shall have the right to terminate this Agreement prior to the commencement of Demolition Activities if funding received pursuant to RFP 2023-001 is not sufficient to cover said Demolition Activities. Termination shall be effective upon written notice to Landowner of the Land Bank's exercise of said right to terminate.

6. Representations and Warranties

The Parties represent and warrant that they have read, understand, and agree to this Agreement and that the terms hereof are contractual and not by way of recital, and that they have signed this Agreement of their own free will; and that in making this Agreement they have obtained the advice of legal counsel if so desired.

Each party represents and warrants that the person signing this Agreement has authority to bind the party and enter into the Agreement.

Landowner represents and warrants that they own the Subject Property and have not heretofore sold, conveyed, or assigned to any other person or entity all or any portion of title to the Subject Property.

7. Waiver. Waiver of any right of the Parties under this Agreement shall not constitute a subsequent or continuing waiver of such right or any other rights under this Agreement.

8. Severability. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors, heirs, personal representatives and assigns.


10. Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of Michigan, and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Michigan without regard to principles of conflict of law.

11. Entire Agreement. This Agreement supersedes all prior agreements between the Parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the Parties.

12. **Counterparts and Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which is deemed an original but all of which together shall constitute one agreement. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

To evidence the Parties' agreement to this Agreement, each party has executed and delivered it on the date indicated under that party's signature.

Gogebic County Land Bank Authority

By: 
Lisa Hewitt, Treasurer
Gogebic County

Date: 2-9-23

Landowner

Paul Anderson, City Manager

Date: _____

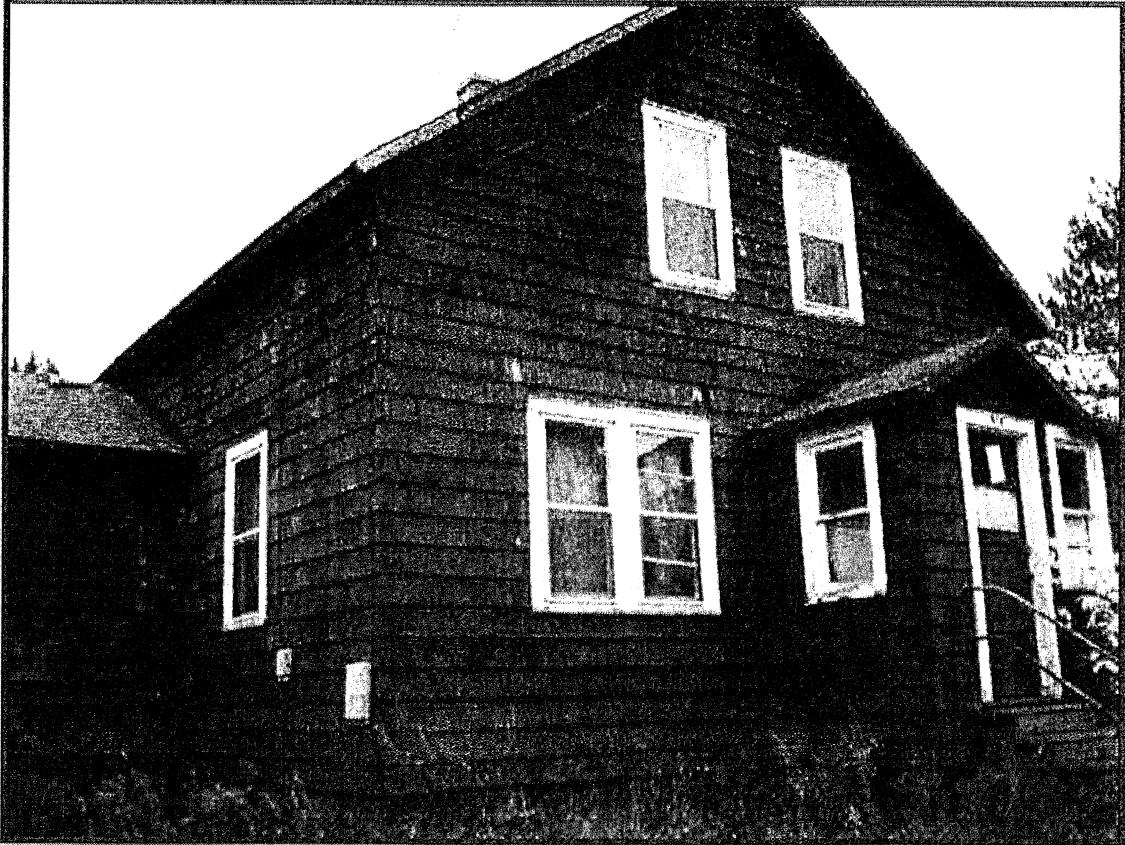
**EXHIBIT A
SUBJECT PROPERTY**

The following parcel of real property located in City of Ironwood, County of Gogebic County, State of Michigan:

WEST 1/2 OF LOT 4 & ALL OF LOT 5 MAYVIEW ADDITION

Commonly known as 916 E. Pine St., Ironwood, MI 49938 and further identified by tax parcel ID number 2752-23-455-090.

**EXHIBIT B
BLIGHTED STRUCTURES**



ACCESS AND DEMOLITION AGREEMENT

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Gogebic County Land Bank Authority

By: 
Lisa Hewitt, Treasurer
Gogebic County

Date: 2-9-23

Landowner

Paul Anderson, City Manager

Date: _____

**EXHIBIT A
SUBJECT PROPERTY**

The following parcel of real property located in City of Ironwood, County of Gogebic County, State of Michigan:

PROPERTY EXEMPT FROM AD VALOREM TAXES AND ASSESSED ON THE SPECIAL ACT ROLL PURSUANT TO PA 261 OF 2003 EXPIRING 03/03/2027. EAST 21 1/3 FT OF LOT 17 BLOCK 32 ORIGINAL PLAT

Commonly known as 226 E. McLeod Ave., Ironwood, MI 49938 and further identified by tax parcel ID number 27-52-22-334-100

EXHIBIT B
BLIGHTED STRUCTURES





To: Mayor Corcoran and City Commission

From: Paul Anderson, City Manager

Date: February 8, 2023

Meeting Date: February 13, 2023

Re: Xcel Energy easement at Well Fields

Update

Xcel Energy is going to be replacing the power line that comes in from Lake Road to the Big Springs well fields and the pump station. Right now, these old power lines are owned by the City of Ironwood and need to be updated for the new water treatment plant project. Xcel Energy is willing to install a new line at their own cost, but needs the associated easement to run the line w/in. Staff recommends that the Commission approves the proposed easement as presented. Once executed, Xcel plans to perform the work this winter prior to the spring break up.

EASEMENT FOR ELECTRIC (TRANSMISSION) OR (DISTRIBUTION) LINE
(Michigan)

The Grantor City of Ironwood, who resides at 213 S Marquette Street, Ironwood MI 49938,

WHEREAS, the Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **Northern States Power Company**, a Wisconsin corporation (herein referred to as “NSP” or “Grantee”), duly authorized to transact business in the States of Wisconsin and Michigan, with an office at 1414 W. Hamilton Avenue, Eau Claire, Wisconsin 54702-0002, its successors and assigns, the perpetual right, privilege, and easement to: survey, construct, install, mark, inspect, operate, repair, alter, relocate, reconstruct, replace, remove, and maintain its facilities including the necessary poles, wires, guys, supports, conduits, vaults, pedestals, manholes, fixtures, devices, and other facilities and appurtenances (collectively referred to as “Facilities”) necessary for the purpose of conducting electric energy; light; and communication impulses, through, over, under, and across the following described lands, hereinafter called “Easement Area”, situated in the County of Gogebic, State of Michigan, to wit:

As per Exhibit “A” attached hereto and made a part hereof.

Together with the associated rights described above, NSP may: 1) erect reasonable signs for the purpose of monumenting boundaries of the Easement Area, 2) have reasonable ingress and egress for personnel, equipment, and vehicles to and from said Easement Area across the property of Grantor adjacent thereto, 3) trim, cut down, and remove all brush, tress, and overhanging branches now or hereafter existing on said Easement Area or in danger of falling into Easement Area, 4) apply herbicides in accordance with applicable laws, rules and regulations, for tree, and brush control, 5) trim, cut down, and remove trees now and hereafter existing on the property of Grantor located outside of said Easement Area which by falling might interfere or endanger the Facilities, 6) install additional Facilities on the existing structures for the distribution of energy, light, and communication impulses, 7) otherwise conduct, carryout, complete, construct, repair, or any other necessary action within the easement area to aid, assist, or help the Grantee in carrying out Grantee’s purpose as stated within this document.

Grantor shall disclose to NSP any pre-existing waste materials (“Pre-Existing Wastes”), that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air,

Parcel (s):

whether on, in, above, migrating to or from, or under the Easement Area and any other information that would help NSP assess the risks of working in the area.

NSP shall have the right to perform environmental sampling in the Easement Area at its discretion. If NSP encounters any Pre-Existing Wastes, NSP may stop work and Grantor shall retain its obligations to comply with all applicable laws and regulations related to such wastes. Grantor shall release NSP from any claims or responsibilities related to such Pre-Existing Wastes.

Except as otherwise provided herein between the Grantor and NSP covering the Easement Area, NSP shall pay for all damages to property, grain crops or vegetable crops, fences, livestock, roads, and fields in the Easement Area and adjoining lands of the Grantor that were caused by the construction or maintenance of said Facilities. Claims on account of such damages may be referred to the nearest NSP office. This damage right, as stated in this paragraph, does not apply to the Easement Area for trees, brush, or grass that were cut, trimmed, or removed for maintenance or safety reasons. This damage right, as stated in this paragraph does not apply to fruit bearing trees in the Easement Area.

NSP shall, after installation of the above described Facilities, or after the exercise of any rights granted herein, restore the Easement Area to as near its original condition as is reasonably possible and remove therefrom all debris, spoils, and equipment resulting from or used in connection with said installation.

Grantor shall not be responsible for any injury to persons or property by the design, construction or upkeep of the Facilities.

Grantor reserves the right to dedicate and have or permit to be improved, maintained, and used for the purpose of streets, curbs and gutters, sewers, water and underground utilities (hereinafter called "improvements"), the portion of said Easement Area not occupied by the structures supporting NSP's electrical system, provided that said improvements do not in the opinion of NSP, impair the structural or electrical integrity of, or ability to maintain said electric system or materially alter the existing ground elevation; and provided further that all such improvements shall not result in a ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code or other applicable code or regulation. Grantor, its agents or assigns must submit plans of improvements or other installations within the Easement Area for review, and compliance by NSP prior to installation of the improvements. Grantor also reserves the right to cultivate, use and occupy said Easement Area, in a manner that is not inconsistent with NSP's rights granted herein.

Grantee shall carry a minimum of two million dollars in liability insurance with the policy naming Grantor as an additional insured and furnish proof of such insurance.

Grantee shall indemnify, defend, and hold Grantor harmless from any and all claims for bodily injury including death or property damages and all fees, costs, and expenses including reasonable attorney fees relating to or in any way arising out of Grantee's operations covered by this easement agreement.

The grant of easement herein contained shall also include the right of reasonable temporary use by NSP of Premises of the Grantor(s) adjacent to said Easement Area during construction, repair or replacement of said transmission lines, for additional construction area.

The grant herein contained shall also include the right of NSP from time to time to reconstruct or relocate said electric lines and supporting structures on said Easement Area with changed dimensions and/or to operate at different voltages.

Grantor warrant(s) and represent(s) that Grantor is/are the owner of the above described property and has/have the right to sell and convey an easement in the manner and form aforesaid.

This instrument and the covenants and agreements contained herein are binding upon the Grantor(s) and applicable personal representatives, heirs, successors and assigns and incorporates all agreements and stipulations between parties and that no prior representations or statements, verbal or written, shall modify, add or change the terms hereof.

This transfer is exempt from transfer taxation pursuant to MCLA 207.526 (a) and MCLA 207.505 (a).

[signatures continue on the next page]

IN WITNESS WHEREOF, I/We have hereto set my/our hand(s) and seal this _____ day of _____ 2023.

Grantor(s):

By:

Its:

By:

Its:

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me, this ____ day of _____, 2023, the above named ____ and _____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public,
State of _____.
My Commission Expires: _____

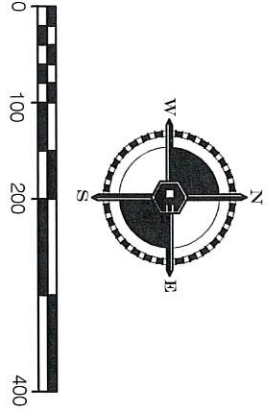
Return to:
NSP S&LR
Attn: Tim Lisson
16048 Electric Avenue
Hayward, WI 54843

Drafted by Tim Lisson, an employee of Northern States Power Company.

Parcel (s):

EXHIBIT A SHEET 1 OF 4 SHEETS

Location: Ironwood Township, MI
 Grantor: City of Ironwood
 See sheets 3 and 4 of 4 for descriptions.



BEARINGS BASED ON:
 MICHIGAN STATE PLANE
 COORDINATE SYSTEM, NORTH
 ZONE, INTERNATIONAL FOOT

CERTIFICATE OF SURVEY

I HEREBY CERTIFY THAT SAID SURVEY AND THE ABOVE MAP WERE MADE IN ACCORDANCE WITH ACCEPTABLE PROFESSIONAL STANDARDS AND THAT THE INFORMATION CONTAINED THEREON IS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, A TRUE AND ACCURATE REPRESENTATION THEREOF.

RONALD K. JACOBSON, P.S. NO. 4001046671 DATE 11-17-2022

LINE: IRONWOOD TOWNSHIP FEEDER
 PARCEL NO.: 2703-02-067-000 (PER GIS)
 PARCEL: PART OF NW 1/4 SE 1/4 & NE 1/4 SE 1/4
 SEC. 34, T.48N., R.47W.
 CO.: GOGEBIC



THIS MAP DOES NOT NECESSARILY MEET THE "MINIMUM STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYING" IN THE STATE OF MICHIGAN.

EASEMENT CENTERLINE TABLE

L1 =	N86° 02' 31" W	40.05'
L2 =	N86° 00' 31" W	264.62'
L3 =	N76° 21' 20" W	157.77'
L4 =	N88° 35' 03" W	128.04'
L5 =	N87° 46' 24" W	307.11'
L6 =	N89° 14' 53" W	162.59'
L7 =	S84° 46' 13" W	162.80'
L8 =	S85° 54' 08" W	93.52'

LEGEND

1. ALL DIMENSIONS ARE IN U.S. FEET.

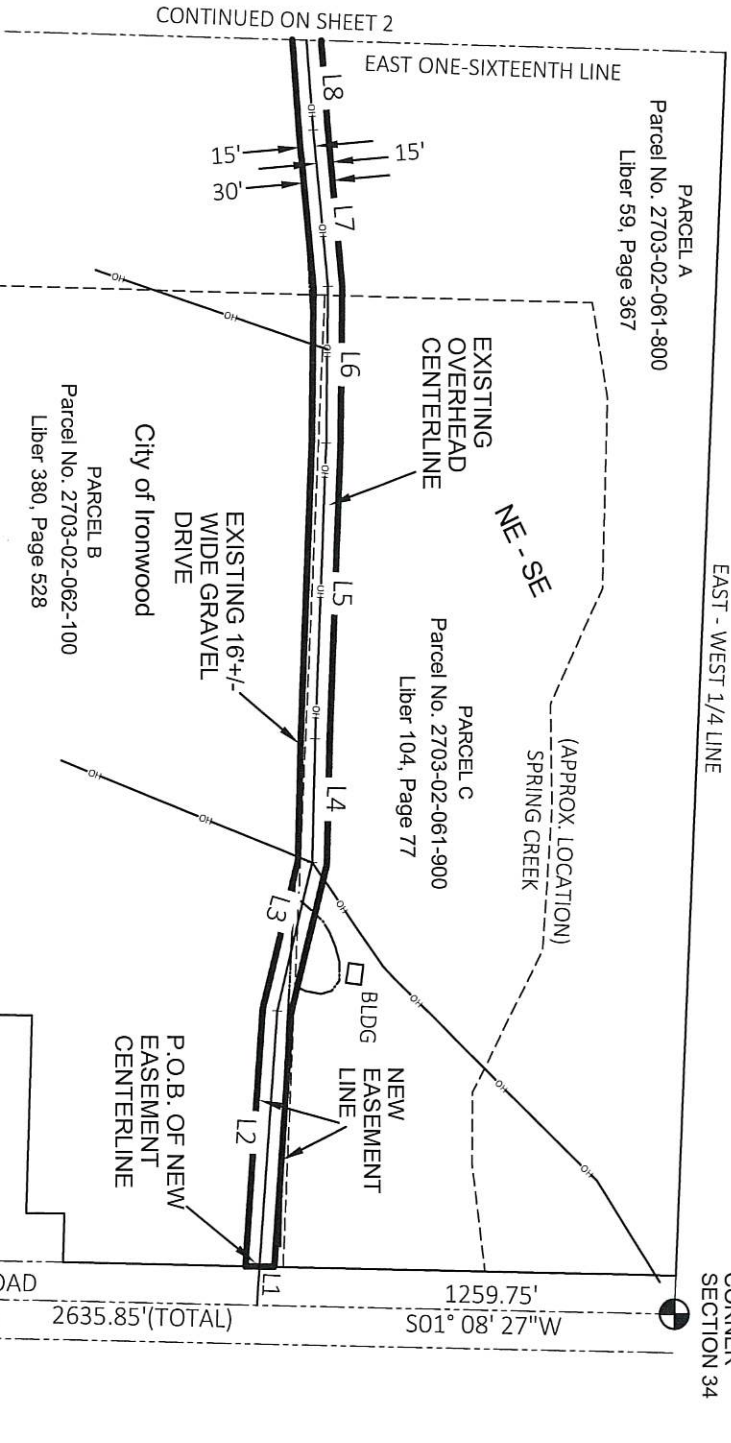


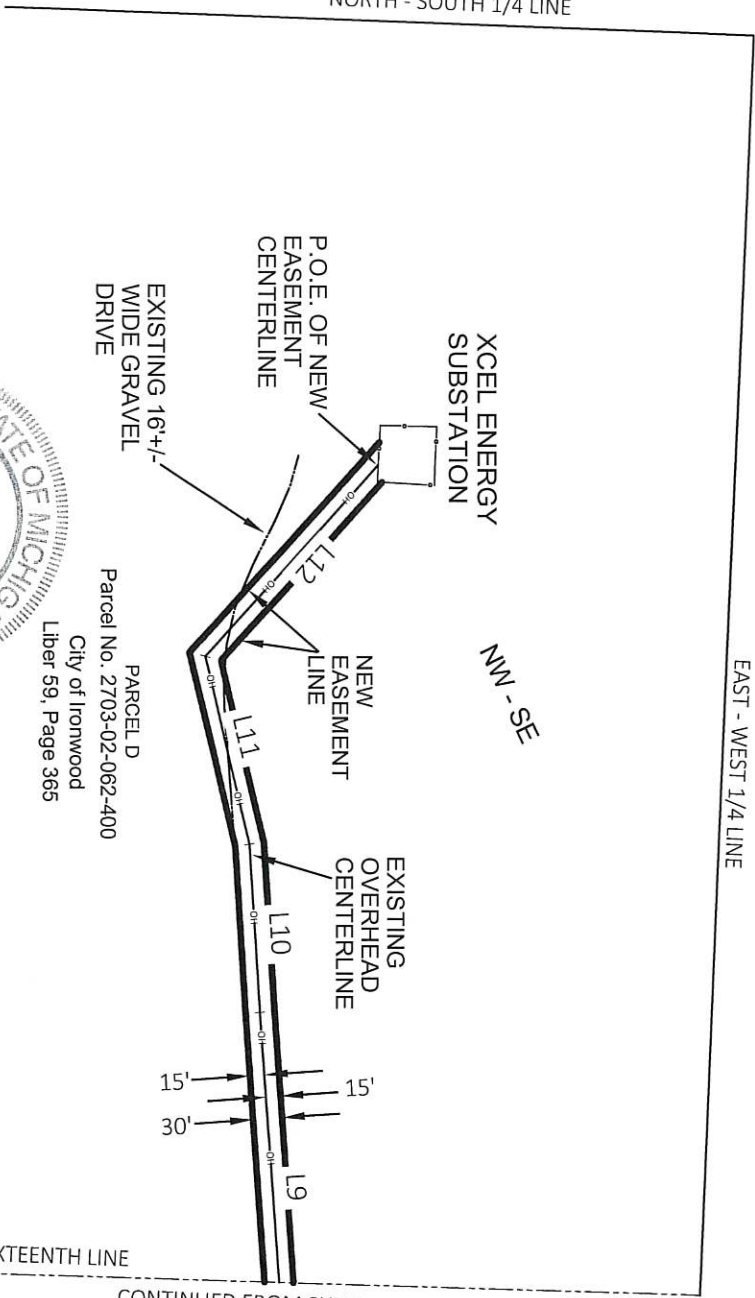
EXHIBIT A SHEET 2 OF 4 SHEETS

Location: Ironwood Township, MI
 Grantor: City of Ironwood
 See sheets 3 and 4 of 4 for descriptions.

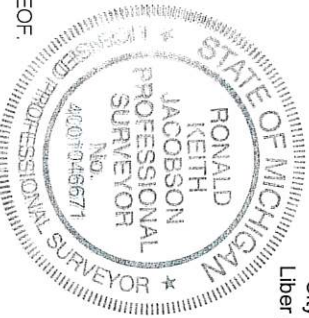
EAST - WEST 1/4 LINE

NORTH - SOUTH 1/4 LINE

NW - SE



PARCEL D
 Parcel No. 2703-02-062-400
 City of Ironwood
 Liber 59, Page 365



CERTIFICATE OF SURVEY

I HEREBY CERTIFY THAT SAID SURVEY AND THE ABOVE MAP WERE MADE IN ACCORDANCE WITH ACCEPTABLE PROFESSIONAL STANDARDS AND THAT THE INFORMATION CONTAINED THEREON IS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, A TRUE AND ACCURATE REPRESENTATION THEREOF.

RONALD K. JACOBSON, P.S. NO. 4001046671 DATE 11-17-2022

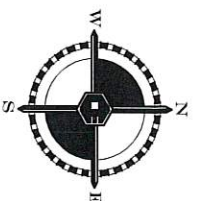
LINE: IRONWOOD TOWNSHIP FEEDER
 PARCEL NO.: 2703-02-067-000 (PER GIS)
 PARCEL: PART OF NW 1/4 SE 1/4 & NE 1/4 SE 1/4
 SEC. 34, T.48N., R.47W.
 CO.: GOOGBERIC

EASEMENT CENTERLINE TABLE

L9 =	S85° 54' 08" W	279.91'
L10 =	S86° 23' 57" W	175.00'
L11 =	S76° 32' 49" W	200.26'
L12 =	N47° 32' 42" W	269.72'

LEGEND

1. ALL DIMENSIONS ARE IN U.S. FEET.



1 inch = 200 ft.

BEARINGS BASED ON:
 MICHIGAN STATE PLANE
 COORDINATE SYSTEM, NORTH
 ZONE, INTERNATIONAL FOOT

THIS MAP DOES NOT NECESSARILY MEET THE "MINIMUM STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYING" IN THE STATE OF MICHIGAN.

DATE: 08-01-2022 | SHEET 2 OF 4 | Job Number: 220550



COLEMAN ENGINEERING COMPANY
 635 CIRCLE DRIVE • IRON MOUNTAIN, MI 49801 • PHONE: 906-774-3440
 200 EAST AYER STREET • IRONWOOD, MI • PHONE: 906-932-5048



EXHIBIT A SHEET 3 OF 4 SHEETS

Location: Ironwood Township, MI
Grantor: City of Ironwood

"Property":

Located in the Township of Ironwood, Gogebic County, Michigan.

Parcel A Parcel No. 2703-02-061-800

All that part of the Northeast 1/4 of the Southeast 1/4, Section 34, Township 48 North, Range 47 West, more particularly described as follows:

Commencing at the Northeast corner of the said Northeast 1/4 of the Southeast 1/4 and running westerly along the quarter line of said section, 1320 feet to the Northwest corner of said subdivision; Thence running southerly along the west line of said Northeast 1/4 of the Southeast 1/4 1020 feet, more or less, to the north line of the Duluth, South Shore and Atlantic Railway right of way; Thence easterly along said right of way 264 feet; Thence northerly parallel with the west line of said Northeast 1/4 of the Southeast 1/4, 840 feet, more or less, to the North bank of Spring Creek; Thence easterly along said bank of Spring Creek 1056 feet to the section line; Thence northerly along said section line 200 feet, more or less, to the Point of Beginning.

Parcel B Parcel No. 2703-02-062-100

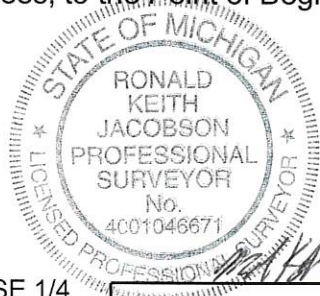
All that part of the Northeast 1/4 of the Southeast 1/4, Section 34, Township 48 North, Range 47 West, more particularly described as follows:

Commencing at a point on the North bank of Spring Creek, which point is on the East line of said Section 34, and 200 feet South of the Northeast corner of said Northeast 1/4 of the Southeast 1/4; Thence S1°30' East along said east line of said Section 34 a distance of 210 feet; Thence due West a distance of 40 feet to the Point of Beginning, which point is on the West line of the existing highway right of way; thence continuing due West a distance of 1013 feet; Thence due South and parallel to the West line of said northeast 1/4 of the Southeast 1/4 to a point where said line intersects with the north line of the right of way of the Duluth, South Shore and Atlantic Railroad; Thence East along said north line of said railroad right of way to a point that is 294 feet West of the point of intersection of the North line of said railroad right of way and the East line of said Section 34; Thence North and parallel with the East line of said Section 34 a distance of 308.5 feet; Thence East and parallel with the North line of said railroad right of way a distance of 204 feet; thence North and parallel with the East line of said Section 34 a distance of 40 feet; Thence east and parallel with the North line of said railroad right of way a distance of 50 feet, more or less, to the intersection with the West line of the highway right of way; Thence North along the West line of said highway right of way and parallel to the East line of said Section 34 to the Point of Beginning.

Parcel C Parcel No. 2703-02-091-900

All that part of the Northeast 1/4 of the Southeast 1/4, Section 34, Township 48 North, Range 47 West, more particularly described as follows:

Commencing at a point on the North bank of Spring Creek, which point is on the East line of said Section 34, and 200 feet South of the Northeast corner of said Northeast 1/4 of the Southeast 1/4; Thence S1°30' East along said east line of said Section 34 a distance of 210 feet to the Point of Beginning; Thence due West a distance of 40 feet to the Point of Beginning, which point is on the West line of the existing highway right of way; thence continuing due West a distance of 1013 feet; Thence northerly parallel with the west line of said Northeast 1/4 of the Southeast 1/4 300 feet, more or less, to the South bank of Spring Creek; Thence easterly along said bank of Spring Creek 1068 feet, more or less, to the East line of the existing highway right of way; Thence Southerly along said highway right of way 210 feet, more or less, to the Point of Beginning.



LINE: IRONWOOD TOWNSHIP FEEDER
PARCEL NO: 2703-02-067-000 (PER GIS)
PARCEL: PART OF NW 1/4 SE 1/4 & NE 1/4 SE 1/4
SEC. 34, T.48N., R.47W.
CO.: GOGEBIC



COLEMAN ENGINEERING COMPANY

635 CIRCLE DRIVE • IRON MOUNTAIN, MI 49801 • PHONE: 906-774-3440
200 EAST AYER STREET • IRONWOOD, MI • PHONE: 906-932-5048

XCEL ENERGY

EXHIBIT A SHEET 4 OF 4 SHEETS

Location: Ironwood Township, MI
Grantor: City of Ironwood

Parcel D Parcel No. 2703-02-062-400

All that part of the Northwest 1/4 of the Southeast 1/4, Section 34, Township 48 North, Range 47 West, lying north of the right of way of the Duluth South Shore and Atlantic Railway Company, Excepting therefrom the following parcel as evidenced by the instrument recorded May 21, 2002 as Liber 381, Page 66:

Commencing at a survey spike marking the quarter corner common to said Section 34, Township 48 North, Range 47 West and Section 3, Township 47 North, Range 47 West; Thence N00°16'16"W along the North-South quarter line of said Section 34 a distance of 1611.48 feet to the Point of beginning; Thence continuing N00°16'16"W along said North-South quarter line a distance of 175 feet; Thence N89°32'34"E a distance of 33 feet to a 5/8" capped iron rod; Thence continuing N89°32'34"E a distance of 274 feet to a 5/8" capped iron rod; Thence S00°16'16"E a distance of 175 feet to a 5/8" capped iron rod; Thence S89°32'34"W a distance of 274 feet to a 5/8" capped iron rod; Thence continuing S89°32'34"W a distance of 33 feet to the Point of Beginning.

"Easement Area":

A 30.00 foot wide easement over, under, and across that part of the herein before described "premises", which lies 15.00 feet on either side of the following described New Easement Centerline:

Commencing at the East Quarter Corner of Section 34; Thence S01°08'27"W along the East Line of the Southeast Quarter of Section 34, a distance of 1259.75 Feet; Thence N86°02'31"W, a distance of 40.05 Feet to the West Right of Way Line of Lake Road being the Point of Beginning of the New Easement Centerline;

Thence continuing N86°02'31"W, a distance of 264.62 Feet; Thence N76°21'20"W, a distance of 157.77 Feet; Thence N88°35'03"W, a distance of 128.04 Feet; Thence N87°46'24"W, a distance of 307.11 Feet; Thence N89°14'53"W, a distance of 162.59 Feet; Thence S84°46'13"W, a distance of 162.80 Feet; Thence S85°54'08"W, a distance of 93.52 Feet to the East One-sixteenth Line of Section 34; thence continuing S85°54'08"W, a distance of 279.91 Feet; Thence S86°23'57"W, a distance of 175.00 Feet; Thence S76°32'49"W, a distance of 200.26 Feet; Thence N47°32'42"W, a distance of 269.72 Feet to the Point of Ending of the New Easement Centerline.

"Summary of Areas":

Total Easement Area = 66054.78 Square Feet, more or less, (1.52 Acres, more or less).



LINE: IRONWOOD TOWNSHIP FEEDER
PARCEL NO: 2703-02-067-000 (PER GIS)
PARCEL: PART OF NW 1/4 SE 1/4 & NE 1/4 SE 1/4
SEC. 34, T.48N., R.47W.
CO.: GOGEBIC



COLEMAN ENGINEERING COMPANY

635 CIRCLE DRIVE • IRON MOUNTAIN, MI 49801 • PHONE: 906-774-3440
200 EAST AYER STREET • IRONWOOD, MI • PHONE: 906-932-5048



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Inc. 80 South 8th Street Suite 700 Minneapolis, MN 55402	1-612-333-3323	CONTACT NAME: Wendy DeMotts or Dawn Heinemann PHONE (A/C No. Ext): 612-333-3323 E-MAIL ADDRESS: dawn.heinemann@bbrown.com	FAX (A/C, No): 612-373-7270
INSURED Xcel Energy, Inc. Northern State Power Company; Public Service Company of CO and Southwestern Public Service Co. 414 Nicollet Mall, 401-4 Minneapolis, MN 55401		INSURER(S) AFFORDING COVERAGE INSURER A: OLD REPUBLIC INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24147	

COVERAGES

CERTIFICATE NUMBER: 67696787

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Subject to 2MM SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		MWZY5934722	11/01/22	11/01/23	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ N/A PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB2140622	11/01/22	11/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	MWC11718822	11/01/22	11/01/23	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Ironwood is additional insured as respects general liability policy where required by written contract subject to the policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of Ironwood 213 S. Marquette Street Ironwood, MI 49938 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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ACORD 25 (2016/03)

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ddebuhr
67696787

City of Ironwood
213 S. Marquette St.
Ironwood, MI 49938



IRONWOOD
MICHIGAN | *Find Your North*

Phone: (906) 932-5050
Fax: (906) 932-5745
www.ironwoodmi.gov

MEMO

To: Paul Anderson, City Manager, Mayor Corcoran, and City Commission

From: Bob Richards, DPW Supervisor

Date: February 9, 2023

Meeting Date: February 13, 2023

Re: Request Authorization to Bid Front End Loader

The City of Ironwood Department of Public Works is requesting your authorization to bid a new loader to complement our Large Fleet. This purchase will increase our winter efficiency.

Reviewing our five-year Large Fleet Plan, we feel the purchase of a new loader with a reversible plow and wing is in the best interest of efficiency for the Department of Public Works. We would also keep Loader #79.

#79 will help loading our sand and salt during winter operation and it will eliminate our back-up 2-man plow truck, which will be auctioned off.

At this time, we have 3 backhoes, with the recent purchase of an excavator the backhoe use has diminished allowing us to auction our 2002 Case 621D with 7,361 working hours. At a future meeting, we will request authorization to declare the 2-man plow truck and 2002 Case 621D as surplus property and set minimum bid amounts.

Thank you for your consideration.



This Institution is an Equal Opportunity Provider, Employer and Housing Employer/Lender





To: Mayor Corcoran and City Commission

From: Paul Anderson, City Manager

Date: February 9, 2023

Meeting Date: February 13, 2023

Re: Colligo GIS Proposal

Update

The City of Ironwood currently contracts with MPower to deliver GIS service. This GIS system currently resides on an 8-year-old server housed at the City of Ironwood. This server has met the end of its useful life. MPower provides us a license to use MPower. They do not maintain the data and do not provide any technical services within this fee without billing us extra. Coleman Engineering and the City of Ironwood maintain and update the data. Throughout the lead service line work and Water Asset Management projects over the past three years, the City and Coleman have gathered a lot of information that is not easily accessed or updated in MPower. MPower does not have a user-friendly mobile interface for collecting data and using the GIS system. The City of Ironwood staff is not satisfied with the current MPower system and is looking for a change.

Colligo is a local UP GIS company that is maintained by Coleman Engineering that will cost less in the long term and has a more user-friendly interface. Colligo provides GIS services for Gogebic County GIS system. Current technologies allow for the data to be housed in a cloud-based platform and rid us of replacing servers every 5-8 years at a cost of \$8K/each plus takes annual maintenance by Computer Doctors away (approximately \$1000/year). Total costs have come in at around \$20,000 over the past 8 years. The City of Ironwood is currently paying MPower \$5500/year. Colligo can provide a cloud-based data storage within their annual fee which will be approximately \$5,000/year after this first initial year, as is spelled out within the attached proposal. So, for a similar annual subscription cost we will be getting a user-friendly product that our staff can use as well as dropping the \$20,000 cost of maintaining and replacing a server every 8 years or so.

With this, staff recommends the approval of the attached Colligo proposal.



Colligō GIS

635 Circle Drive
Iron Mountain, MI 49801
906-774-3440
contact@colligogis.com

January 30, 2023

Mr. Paul Anderson
City Manager
City of Ironwood
213 S. Marquette Street
Ironwood, MI 49938

Re: Geographic Information System (GIS) Services &
2023 Colligo GIS Subscription
City of Ironwood, Michigan

Dear Mr. Anderson:

Thank you for providing the opportunity to submit a proposal to the City of Ironwood (City) for GIS services and a subscription to our proprietary web-based service, Colligo GIS Platform (CGP). Colligo GIS (Colligo) offers a unique perspective for the City, with our knowledge of the City's current geographic information system (GIS) as a result of our partnership with Coleman Engineering Company. Project experience of Colligo is available upon request.

SCOPE OF SERVICES

- Colligo will assist the City in determining which of the two server configurations listed below will be more beneficial to the City now and moving forward.
 - *On-Site Server Hosting:* Continue using the existing server housed at the City of Ironwood offices. It is understood that this server is approximately 8 years old and nearing the end of its useful life. The City will be responsible for any and all IT, maintenance, and/or replacement costs associated with this hardware.
 - *Off-Site Cloud Server Hosting:* Colligo GIS will work with City staff to migrate all data from the existing server to a cloud server. Associated costs of the cloud server service, all IT and maintenance costs are included in the subscription to CGP.
- Colligo will provide the City access to CGP. Through this platform, the City will have the ability to view their existing GIS while connected to internet services. This platform also provides GPS data collection abilities for the City to perform real-time asset data collection and maintenance without connection to internet services.
- Colligo will provide a publicly accessible read-only GIS web map with data approved by the City for public viewing.

- Colligo will verify that all data and processes currently available on the City's on-site deployment of mPower Innovations Integrator is converted and transferred to CGP. This will include all pictures, forms, and videos currently attached to the data.
- Colligo will host the existing City GIS data onto the non-public CGP. Data to be hosted will include:
 - Sanitary Sewer System
 - Storm Sewer System
 - Water Distribution System
 - Public Land Survey System
 - Transportation Routes
 - Parcel and Tax Information
- Colligo GIS will work collaboratively with City staff to incorporate as-built information into the City's current geographic information system. This task will include incorporating the following projects:
 - Phase V, Francis Street. CEC Project No. 16385.
 - Country Club Road. CEC Project No. 19007.
 - Downtown City Square. CEC Project No. 190668.
 - 2021 Sewer and Water Projects. CEC Project No. 200738.
 - 2022 Utility Project. CEC Project No. 211084.
 - 2022 Water Main Intersection Replacement. CEC Project No. 220288.
- Colligo will create a water distribution system model to report all attributes tied to the public and private service line features. This will include material, how the material was verified, when it was verified, a link to a service card and any other data currently available.
- Colligo will provide the City with Q&A and technical support, as needed. If these sessions last longer than two (2) hours, fees will be charged at the hourly rate listed in the Fees section of this proposal.
- Colligo will provide the City with credentials for one (1) management user, one (1) mobile user and three (3) mobile read-only to the CGP. Credentials will include the web address, username and password. Capabilities of each user type and pricing for additional users is included in Attachment 1. All subscriptions include an unlimited number of desktop read-only users.

ASSUMPTIONS

- All data (i.e., layers) are, and will remain, the property of the City.
- Colligo will host City-owned data, City staff will maintain their data. In this proposal, “host” is defined as storing data that is being accessed by other computers. “Maintain” is defined as modifying existing data and attributes, as well as adding new data to existing layers as required to keep information up-to-date with City records. Examples of maintaining data include updating parcel ownership information, subdividing parcels and updating service line information determined outside of utility construction projects. There will be additional fees if Colligo is requested to maintain data.
- The City will determine the most efficient workflow within their organization after CGP is implemented. This workflow will include all QC controls and maintenance of City-owned data.
- The creation of a new layer that will have all location and attribute information collected and input by City staff will be included in the GIS Services fee in this proposal. Examples of this include utility repair locations with data form attached.
- If during the course of the project other services or additional data incorporation is requested by the City, Colligo will provide the City with a written proposal of costs prior to the commencement of work. Examples of this data would include:
 - Public Land Survey Grid Adjustment (resulting in substantial parcel corrections)
 - Tax Parcel Maintenance
 - Utility Incorporation
 - Road PASER Ratings
 - Proposed Development Mapping
 - Aerial Mapping Data
 - Data Spatial Correction

FEES

In accordance with the assumptions and conditions set forth in this letter, the scope of services listed above will be completed for a lump sum amount of \$12,000 and will include one Management Level User and one Mobile User Subscription until December 31, 2023.

	Initial Year (2023)
GIS Services	\$9,250.00
Colligo Subscription	\$2,750.00*
TOTAL FEE	\$12,000.00
Training & Technical Support	\$99/hour
Large Format Printing (24x36 Color)	\$10/each

** 11 months at prorated pricing for one management and one mobile user.*

January 30, 2023

Page 4

Prior to January 1, 2024, Colligo will review the scope of services with the City to determine the level of services required for the next year. Colligo anticipates all major work items associated with migrating to CGP to take place in 2023. With this in mind, Colligo would assume approximately \$5,000 for GIS services in 2024 plus the cost of CGP subscriptions. During the review of services, a detailed proposal will be drafted with final costs for the 2024 year, as well as any updates to per unit pricing.

PERFORMANCE SCHEDULE

Colligo anticipates starting work upon receipt of a signed Colligo Cloud Services Agreement and Work Order and will provide these pro-rated hosting duties from February 1, 2023 through December 31, 2023.

If you accept this proposal, please endorse both copies of the attached Agreement and Work Order No. 1 and return one copy to this office. Please retain one copy for your files.

We appreciate the opportunity to submit this proposal and if you have any questions or require any additional information, please call me at (906) 774-3440.

Sincerely,
COLLIGO GIS



Gary D. Hoaglund (of Coleman Engineering on behalf of Colligo GIS)
GIS Manager

GDH/grp

Attachments

J:\Proposals\Ironwood, City of\2022\Colligo\City of Ironwood - GIS Services and Colligo Subscription.docx

BY CLICKING THE "I ACCEPT" BUTTON OR OTHERWISE ACCEPTING THIS AGREEMENT THROUGH AN ORDERING DOCUMENT THAT INCORPORATES THIS AGREEMENT (THE "ORDERING DOCUMENT"), YOU AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND, IN SUCH EVENT, "YOU" AND "YOUR" AS USED IN THIS AGREEMENT SHALL REFER TO SUCH ENTITY, IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND, IN SUCH EVENT, "YOU" AND "YOUR" AS USED IN THIS AGREEMENT TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE SERVICES.

COLLIGO CLOUD SERVICES AGREEMENT

AGREEMENT NO. CGIS1039

This Colligo Cloud Services Agreement (this "Agreement") is between Colligo GIS, Inc. ("Colligo") and the individual or entity that has executed this Agreement ("You"). This Agreement sets forth the terms and conditions that govern orders placed by You for Services under this Agreement.

1. AGREEMENT DEFINITIONS

1.1. "Ancillary Program" means any software agent or tool owned or licensed by Colligo that Colligo makes available to You for download as part of the Cloud Services for purposes of facilitating Your access to, operation of, and/or use with, the Services Environment. The term "Ancillary Program" does not include Separately Licensed Third-Party Technology.

1.2. "Auto Renew" or "Auto Renewal" is the process by which the Services Period of certain Cloud Services under an order is automatically extended for an additional Services Period unless such Services are otherwise terminated in accordance with the terms of the order or this Agreement. The Service Specifications incorporated into Your order define which Cloud Services are eligible for Auto Renewal as well as any terms applicable to any such renewal.

1.3. "Cloud Services" means, collectively, the Colligo cloud services (e.g., Colligo software as a service offerings and related Colligo Programs) listed in Your order and defined in the Service Specifications. The term "Cloud Services" does not include Professional Services.

1.4. "Colligo Programs" refers to the software products owned or licensed by Colligo to which Colligo grants You access as part of the Cloud Services, including Program Documentation, and any program updates provided as part of the Cloud Services. The term "Colligo Programs" does not include Separately Licensed Third-Party Technology.

1.5. "Professional Services" means, collectively, the consulting and other professional Services which You have ordered. Professional Services include any deliverables described in Your order and delivered by Colligo to You under the order. The term "Professional Services" does not include Cloud Services.

1.6. "Program Documentation" refers to the program user manuals for the Colligo Programs referenced within the Service Specifications for Cloud Services, as well as any help windows and readme files for such Colligo Programs that are accessible from within the Services. The Program Documentation describes technical and functional aspects of the Colligo Programs. You may access the documentation online at ColligoGIS.com/guide or such other address specified by Colligo.

1.7. "Separate Terms" refers to separate license terms that are specified in the Program Documentation, Service Specifications, readme or notice files and that apply to Separately Licensed Third-Party Technology.

1.8. "Separately Licensed Third-Party Technology" refers to third party technology that is licensed under Separate Terms and not under the terms of this Agreement.

1.9. "Services" means, collectively, both the Cloud Services and Professional Services that You have ordered.

1.10. "Services Environment" refers to the combination of hardware and software components owned, licensed or managed by Colligo to which Colligo grants You and Your Users access as part of the Cloud Services which You have ordered. As applicable and subject to the terms of this Agreement and Your order, Colligo Programs, Third Party Content, Your Content and Your Applications may be hosted in the Services Environment.

1.11. "Service Specifications" means the descriptions on ColligoGIS.com, or such other address specified by Colligo, that are applicable to the Services under Your order, including any Program Documentation, Colligo Cloud Hosting and Delivery Policies (e.g., support and security policies), and other descriptions referenced or incorporated in such descriptions.

1.12. "Services Period" refers to the period of time for which You ordered Cloud Services as specified in Your order.

1.13. "Third Party Content" means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Colligo and made available to You through, within, or in conjunction with Your use of, the Cloud Services. Examples of Third-Party Content include data feeds, rss feeds, and data libraries and dictionaries. Third Party Content does not include Separately Licensed Third-Party Technology.

1.14. "Users" means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Cloud Services in accordance with this Agreement and Your order.

1.15. "You" and "Your" refers to the individual or entity that has executed this Agreement.

1.16. "Your Applications" means all software programs, including any source code for such programs, that You or Your Users provide and load onto, or create using, any Colligo "platform-as-a-service" or "infrastructure-as-a-service" Cloud Services. Services under this Agreement, including Colligo Programs and Services Environments, Colligo intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Applications."

1.17. "Your Content" means all text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in the Data Processing Agreement for Colligo Cloud Services described in Section 10.2 below), audio, video, photographs and other content and material (other than Your Applications), in any format, provided by You or Your Users that reside in, or run on or through, the Services Environment.

2. TERM OF AGREEMENT

This Agreement is valid for the order which this Agreement accompanies. This Agreement may also be referenced for any purchase that increases the quantity of the original Services ordered (e.g., additional Users), for any Cloud Services options offered by Colligo for the original Services ordered, and for any renewal or Auto Renewal of the Services Period of the original order.

3. RIGHTS GRANTED

3.1 For the duration of the Services Period and subject to Your payment obligations, and except as otherwise set forth in this Agreement or Your order, You have the non-exclusive, non-assignable, royalty free, worldwide limited right to access and use the Services that You ordered, including anything developed by Colligo and delivered to You as part of the Services, solely for Your internal business operations and subject to the terms of this Agreement and Your order, including the Service Specifications. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users' compliance with this Agreement and the order.

3.2 You do not acquire under this Agreement any right or license to use the Services, including the Colligo Programs and Services Environment, in excess of the scope and/or duration of the Services stated in Your order. Upon the end of the Services ordered, Your right to access and use the Services will terminate.

3.3 To enable Colligo to provide You and Your Users with the Services, You grant Colligo the right to use, process and transmit, in accordance with this Agreement and Your order, Your Content and Your Applications for the duration of the Services Period plus any additional post-termination period during which Colligo provides You with access to retrieve an export file of Your Content and Your Applications. If Your Applications include third party programs, You acknowledge that Colligo may allow providers of those third party programs to access the Services Environment, including Your Content and Your Applications, as required for the interoperation of such third party programs with the Services. Colligo will not be responsible for any use, disclosure, modification or deletion of Your Content or Your Applications resulting from any such access by third party program providers or for the interoperability of such third-party programs with the Services.

3.4 Except as otherwise expressly set forth in Your order for certain Cloud Services offerings, you acknowledge that Colligo has no delivery obligation for Colligo Programs and will not ship copies of such programs to You as part of the Services.

3.5 The Services may contain or require the use of Separately Licensed Third-Party Technology. You are responsible for complying with the Separate Terms that govern your use of Separately Licensed Third-Party Technology. Colligo may provide certain notices to You in the Service Specifications, Program Documentation, readme or notice files in connection with such Separately Licensed Third-Party Technology. The third-party owner, author or provider of such Separately Licensed Third-Party Technology retains all ownership and intellectual property rights in and to such Separately Licensed Third-Party Technology.

3.6 As part of certain Cloud Services offerings, Colligo may provide You with access to Third Party Content within the Services Environment. The type and scope of any Third-Party Content is defined in the Service Specifications applicable to Your order. The third-party owner, author or provider of such Third-Party Content retains all ownership and intellectual property rights in and to that content, and Your rights to

use such Third-Party Content are subject to, and governed by, the terms applicable to such content as specified by such third-party owner, author or provider.

4. OWNERSHIP AND RESTRICTIONS

4.1 You retain all ownership and intellectual property rights in and to Your Content and Your Applications. Colligo or its licensors retain all ownership and intellectual property rights to the Services, including Colligo Programs and Ancillary Programs, and derivative works thereof, and to anything developed or delivered by or on behalf of Colligo under this Agreement.

4.2 You may not, or cause or permit others to: a) remove or modify any program markings or any notice of Colligo's or its licensors' proprietary rights; b) make the programs or materials resulting from the Services (excluding Your Content and Your Applications) available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Services You have acquired); c) modify, make derivative works of, disassemble, decompile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to Colligo; d) perform or disclose any benchmark or performance tests of the Services, including the Colligo Programs, without Colligo's prior written consent; e) perform or disclose any of the following security testing of the Services Environment or associated infrastructure without Colligo's prior written consent: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and f) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Services, Colligo Programs, Ancillary Programs, Services Environments or materials available, to any third party, other than as expressly permitted under the terms of the applicable order.

4.3 The rights granted to You under this Agreement are also conditioned on the following:

- a) except as expressly provided herein or in Your order, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and
- b) You make every reasonable effort to prevent unauthorized third parties from accessing the Services.

5. SERVICE SPECIFICATIONS

5.1 The Services are subject to and governed by Service Specifications applicable to Your order. Service Specifications may define provisioning and management processes applicable to the Services (such as capacity planning), types and quantities of system resources (such as storage allotments), functional and technical aspects of the Colligo Programs, as well as any Services deliverables. You acknowledge that use of the Services in a manner not consistent with the Service Specifications may adversely affect Services performance and/or may result in additional fees. If the Services permit You to exceed the ordered quantity (e.g., soft limits on counts for Users, sessions, storage, etc.), then You are responsible for promptly purchasing additional quantity to account for Your excess usage on Your next billing cycle.

5.2 Colligo may make changes or updates to the Services (such as infrastructure, security, technical configurations, application features, etc.) during the Services Period, including to reflect changes in technology, industry practices, patterns of system use, and availability of Third-Party Content. The Service Specifications are subject to change at Colligo's discretion; however, Colligo changes to the Service Specifications will not result in a material reduction in the level of performance or availability of the applicable Services provided to You for the duration of the Services Period.

6. USE OF THE SERVICES

6.1 You are responsible for identifying and authenticating all Users, for approving access by such Users to the Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. By associating Your and Your Users' usernames, passwords and accounts with Colligo, You accept responsibility for the timely and proper termination of user records in Your local (intranet) identity infrastructure or on Your local computers. Colligo is not responsible for any harm caused by Your Users, including individuals who were not authorized to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Your local identity management infrastructure or Your local computers. You are responsible for all activities that occur under Your and Your Users' usernames, passwords or accounts or as a result of Your or Your Users' access to the Services, and agree to notify Colligo immediately of any unauthorized use.

6.2 You agree not to use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Your Content, Your Applications and Third Party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Colligo under this Agreement, Colligo reserves the right, but has no obligation, to take remedial action if any material violates the foregoing restrictions, including the removal or disablement of access to such material. Colligo shall have no liability to You in the event that Colligo takes such action. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your Content and Your Applications. You agree to defend and indemnify Colligo against any claim arising out of a violation of Your obligations under this section.

6.3 You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the Services, including for the Colligo Programs, as such Patches are generally released by Colligo as described in the Service Specifications. Except for emergency or security related maintenance activities, Colligo will coordinate with You the scheduling of application of Patches, where possible, based on Colligo's next available standard maintenance window.

7. FEES AND TAXES

7.1 All fees payable to Colligo are due within 30 days from the invoice date. Once placed, Your order is noncancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that Colligo must pay

based on the Services You ordered, except for taxes based on Colligo's income. Also, You will reimburse Colligo for reasonable expenses related to providing any Professional Services. Fees for Services listed in an order are exclusive of taxes and expenses.

7.2 You understand that You may receive multiple invoices for the Services You ordered. Invoices will be submitted to You pursuant to Colligo's Invoicing Standards Policy, which may be accessed at ColligoGIS.com/pricing.

7.3 You agree and acknowledge that You have not relied on the future availability of any Services, programs or updates in entering into the payment obligations in Your order; however, the preceding does not relieve Colligo of its obligation during the Services Period to deliver Services that You have ordered pursuant to the terms of this Agreement.

8. SERVICES PERIOD; END OF SERVICES

8.1 Services provided under this Agreement shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with this Agreement or the order. If stated in the Service Specifications, certain Cloud Services that are ordered will Auto Renew for additional Services Periods unless (i) You cancel Your account within the Colligo portal prior to Your next billing cycle, (ii) You provide Colligo with written notice no later than thirty (30) days prior to the end of the applicable Services Period of your intention not to renew such Cloud Services, or (iii) Colligo provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew such Cloud Services.

8.2 Upon the end of the Services, You no longer have rights to access or use the Services, including the associated Colligo Programs and Services Environments; however, at Your request, and for a period of up to 60 days after the end of the applicable Services, Colligo will make available to You Your Content and Your Applications as existing in the Services Environment on the date of termination. At the end of such 60-day period, and except as may be required by law, Colligo will delete or otherwise render inaccessible any of Your Content and Your Applications that remain in the Services Environment.

8.3 Colligo may temporarily suspend Your password, account, and access to or use of the Services if You or Your Users violate any provision within the 'Rights Granted', 'Ownership and Restrictions', 'Fees and Taxes', 'Use of the Services', or 'Export' sections of this Agreement, or if in Colligo's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality. Colligo will provide advance notice to You of any such suspension in Colligo's reasonable discretion based on the nature of the circumstances giving rise to the suspension. Colligo will use reasonable efforts to re-establish the affected Services promptly after Colligo determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured; however, during any suspension period, Colligo will make available to You Your Content and Your Applications as existing in the Services Environment on the date of suspension. Colligo may terminate the Services under an order if any of the foregoing causes of suspension is not cured within 30 days after Colligo's initial notice thereof. Any suspension or termination by Colligo under this paragraph shall not excuse You from Your obligation to make payment(s) under this Agreement.

8.4 If either of us breaches a material term of this Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order under which the breach occurred. If Colligo terminates the order as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services ordered under this Agreement plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30-day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered.

8.5 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.

9. NONDISCLOSURE

9.1 By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). We each agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential information shall be limited to the terms and pricing under this Agreement, Your Content and Your Applications residing in the Services Environment, and all information clearly identified as confidential at the time of disclosure.

9.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

9.3 We each agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Colligo will hold Your Confidential Information that resides within the Services Environment in confidence for as long as such information resides in the Services Environment. We each may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Colligo will protect the confidentiality of Your Content or Your Applications residing in the Services Environment in accordance with the Colligo security practices defined as part of the Service Specifications applicable to Your order. In addition, Your Personal Data will be treated in accordance with the terms of Section 10 below. Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders placed under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information to a governmental entity as required by law.

10. DATA PROTECTION

10.1 In performing the Services, Colligo will comply with the Colligo Services Privacy Policy, which is available at ColligoGIS.com/privacy and incorporated herein by reference. The Colligo Services Privacy Policy is subject to change at Colligo's discretion; however, Colligo policy changes will not result in a material reduction in the level of protection provided for Your Personal Data provided as part of Your

Content during the Services Period of Your order. The Colligo Services Privacy Policy describes the parties' respective roles for the control of Personal Data that You provide to Colligo as part of the Cloud Services. You agree to obtain and maintain any consents related to Your use of the Services and Colligo's provision of the Services, including those related to the use, transfer and disclosure of Personal Data.

10.2 The Service Specifications applicable to Your order define the safeguards applied to Your Content residing in the Services Environment, and describe other aspects of system management applicable to the Services. You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content and Your Applications, including any viruses, Trojan horses, worms or other programming routines contained in Your Content or Your Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.

11. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

11.1 Colligo warrants that it will perform (i) Cloud Services in all material respects as described in the Service Specifications, and (ii) Professional Services in a professional manner in accordance with the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide written notice to Colligo that describes the deficiency in the Services (including, as applicable, the service request number notifying Colligo of the deficiency in the Services).

11.2 COLLIGO DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT COLLIGO WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY COLLIGO, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT COLLIGO DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. COLLIGO IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. COLLIGO IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS OR THIRD-PARTY CONTENT. COLLIGO DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD-PARTY CONTENT, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT.

11.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND COLLIGO'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF COLLIGO CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND COLLIGO WILL REFUND TO YOU THE FEES FOR THE TERMINATED SERVICES THAT YOU PRE-PAID TO COLLIGO FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

11.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), DATA, OR DATA USE. COLLIGO'S MAXIMUM LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO COLLIGO FOR THE SERVICES UNDER THE ORDER THAT IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM LESS ANY REFUNDS OR CREDITS RECEIVED BY YOU FROM COLLIGO UNDER SUCH ORDER.

13. INDEMNIFICATION

13.1 Subject to the terms of this Section 13 (Indemnification), if a third party makes a claim against either You or Colligo ("Recipient" which may refer to You or Colligo depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or Colligo ("Provider" which may refer to You or Colligo depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following: a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law); b. gives the Provider sole control of the defense and any settlement negotiations; and c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

13.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Colligo's ability to meet its obligations under the relevant order, then Colligo may, at its option and upon 30 days prior written notice, terminate the order.

13.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient, or (c) continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, service, data, hardware or material not furnished by the Provider. Colligo will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or Services not provided by Colligo. Colligo will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third-party portal or other external source that is accessible to You within or from the Services (e.g., a social media post from a third-party blog or forum, a third-party web page accessed via a hyperlink,

etc.). Colligo will not indemnify You for infringement caused by Your actions against any third party if the Services as delivered to You and used in accordance with the terms of this Agreement would not otherwise infringe any third-party intellectual property rights. Colligo will not indemnify You for any intellectual property infringement claim(s) known to You at the time Services rights are obtained.

13.4 The term "Material" defined above does not include Separately Licensed Third-Party Technology. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use the Cloud Services and that is used: (a) in unmodified form; (b) as part of or as required to use the Cloud Services; and (c) in accordance with the usage grant for the relevant Cloud Services and all other terms and conditions of this Agreement, Colligo will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as Colligo is required to provide infringement indemnification for Materials under the terms of the Agreement.

13.5 This Section 13 provides the parties' exclusive remedy for any infringement claims or damages.

14. THIRD PARTY WEB SITES, CONTENT, PRODUCTS AND SERVICES

14.1 The Services may enable You to link to, transmit Your Content to, or otherwise access, other web sites, content, products, services, and information of third parties. Colligo does not control and is not responsible for such web sites or any such content, products, services and information accessible from or provided through the Services, and You bear all risks associated with access to and use of such web sites and third-party content, products, services and information.

14.2 Any Third-Party Content made accessible by Colligo in or through the Services Environment is provided on an "as-is" and "as available" basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and You acknowledge that Colligo is not responsible for and under no obligation to control, monitor or correct Third Party Content; however, Colligo reserves the right to take remedial action if any such content violates applicable restrictions under Section 6.2 of this Agreement, including the removal of, or disablement of access to, such content.

14.3 You acknowledge that: (i) the nature, type, quality and availability of Third-Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (each, a "Third Party Service"), depend on the continuing availability of such third parties' respective application programming interfaces (APIs) for use with the Services. Colligo may update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third-Party Content, Third Party Services or APIs. If any third-party ceases to make its Third-Party Content or APIs available on reasonable terms for the Services, as determined by Colligo in its sole discretion, Colligo may cease providing access to the affected Third-Party Content or Third-Party Services without any liability to you. Any changes to Third Party Content, Third Party Services or APIs, including their availability or unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

14.4 Any Third-Party Content that You store in Your Services Environment will count towards any storage or other allotments applicable to the Cloud Services that You ordered.

15. SERVICES TOOLS AND ANCILLARY PROGRAMS

15.1 Colligo may use tools, scripts, software, and utilities (collectively, the “Tools”) to monitor and administer the Services and to help resolve Your Colligo service requests. The Tools will not collect or store any of Your Content or Your Applications residing in the Services Environment, except as necessary to provide the Services or troubleshoot service requests or other problems in the Services. Information collected by the Tools (excluding Your Content and Your Applications) may also be used to assist in managing Colligo’s product and service portfolio, to help Colligo address deficiencies in its product and service offerings, and for license and Services management.

15.2 As part of the Cloud Services, Colligo may provide You with on-line access to download certain Ancillary Programs for use with the Services. If Colligo does not specify Separate Terms for such Ancillary Programs, You shall have a non-transferable, non-exclusive, non-assignable, limited right to use such Ancillary Programs solely to facilitate Your access to, operation of, and/or use of the Services Environment, subject to the terms of this Agreement and Your order. Your right to use such Ancillary Programs will terminate upon the earlier of Colligo’s notice (which may be through posting on ColligoGIS.com/support or such other URL designated by Colligo), the end of the Cloud Services associated with the Ancillary Programs, or the date on which the license to use the Ancillary Programs ends under the Separate Terms specified for such programs.

16. SERVICE ANALYSES

Colligo may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as “Service Analyses”). Colligo may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual, and Service Analyses do not constitute Personal Data. Colligo retains all intellectual property rights in Service Analyses.

17. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. You agree that such export laws govern Your use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You agree to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

18. FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than

30 days, either of us may cancel unperformed Services and affected orders upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

19. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the substantive and procedural laws of the State of Michigan and You and Colligo agree to submit to the exclusive jurisdiction of, and venue in, the courts in Dickinson County, Michigan, or the Federal Courts of the Western District of Michigan, Northern Division in any dispute arising out of or relating to this Agreement. The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

20. NOTICE

20.1 Any notice required under this Agreement shall be provided to the other party in writing. If You have a dispute with Colligo or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Colligo at the following address: dispute@colligogis.com.

20.2 To request the termination of Services in accordance with this Agreement, You must submit a service request to Colligo at the address specified in Your order or the Service Specifications.

20.3 Colligo may give notices applicable to Colligo's Cloud Services customer base by means of a general notice on the Colligo portal for the Cloud Services, and notices specific to You by electronic mail to Your e-mail address on record in Colligo's account information or by written communication sent by first class mail or pre-paid post to Your address on record in Colligo's account information.

21. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services (including the Colligo Programs) or an interest in them to another individual or entity. You may not grant a security interest in any portion of the Services, and if you do, the secured party has no right to use or transfer the Services or any deliverables. The foregoing shall not be construed to limit the rights You may otherwise have with respect to Separately Licensed Third-Party Technology licensed under open source or similar license terms.

22. OTHER

22.1 Colligo is an independent contractor and we both agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. You shall defend and indemnify Colligo against liability arising under any applicable laws, ordinances or regulations related to Your termination or modification of the employment of any of Your employees in connection with any Services under this Agreement. You understand that Colligo's business partners, including any third-party firms retained by You to provide consulting services or applications that interact with the Cloud Services, are independent of Colligo and are not Colligo's agents. Colligo is not liable for nor bound by any acts of any such business partner, unless the business partner is providing Services as an Colligo subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Colligo would be responsible for Colligo resources under this Agreement.

22.2 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

22.3 Except for actions for nonpayment or breach of Colligo's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

22.4 Colligo Programs and Services are not designed for or specifically intended for use in hazardous applications. You agree that it is Your responsibility to ensure safe use of Colligo Programs and Services in such applications. Specifically, when using mobile navigation components, You are responsible for ensuring safe use.

22.5 You shall obtain at Your sole expense any rights and consents from third parties necessary for Your Content, Your Applications, and Third-Party Content, as well as other vendor's products provided by You that You use with the Services, including such rights and consents as necessary for Colligo to perform the Services under this Agreement.

22.6 You agree to provide Colligo with all information, access and full good faith cooperation reasonably necessary to enable Colligo to provide the Services and You will perform the actions identified in Your order as Your responsibilities.

22.7 You remain solely responsible for Your regulatory compliance in connection with Your use of the Services. You are responsible for making Colligo aware of any technical requirements that result from Your regulatory obligations prior to entering into an order governed by this Agreement. Colligo will cooperate with your efforts to determine whether use of the standard Colligo Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by Colligo or changes to the Services.

22.8 Colligo may audit Your use of the Services (e.g., through use of software tools) to assess whether Your use of the Services is in accordance with Your order. You agree to cooperate with Colligo's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, Colligo can end Your Services and/or Your order. You agree that Colligo shall not be responsible for any of Your costs incurred in cooperating with the audit.


22.9 The purchase of Cloud Services, Professional Services, or other service offerings, programs or products are all separate offers and separate from any other order. You understand that you may purchase Cloud Services, Professional Services, or other service offerings, programs or products independently of any other order. Your obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products.

23. ENTIRE AGREEMENT

23.1 You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together

with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

23.2 It is expressly agreed that the terms of this Agreement and any Colligo order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Colligo document and no terms included in any such purchase order, portal, or other non-Colligo document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. Except as otherwise permitted in Section 5 (Service Specifications) and Section 10 (Data Protection) with respect to the Services, this Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Colligo Store by authorized representatives of You and of Colligo. No third-party beneficiary relationships are created by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents.	
CITY OF IRONWOOD	COLLIGO GIS, Inc.
Signature: _____	Signature: <u></u>
By: _____	By: <u>Kevin Trevillian, P.E.</u>
Title: _____	Title: <u>Principal</u>
Phone: _____	Phone: <u>906-774-3440</u>
Address: _____	Address: <u>635 Circle Drive</u>
_____	<u>Iron Mountain, Michigan 49801</u>
_____	_____

AGREEMENT NO. CGIS1039

WORK ORDER NO. -01

EXHIBIT "A"
WORK ORDER

COLLIGO GIS, INC. and its directors, officers, shareholders, employees, agents, affiliates, independent professional associates, consultants and subcontractors, as the case may be, (collectively, "COLLIGO") agree to perform for CLIENT, on this specific Project, the Services described below. The services shall be performed subject to and upon the terms and conditions set forth in the COLLIGO CLOUD SERVICES AGREEMENT listed at ColligoGIS.com/terms (the "Agreement") dated January 30, 2023 by and between COLLIGO and CLIENT, which Agreement is hereby amended to incorporate this Work Order.

It is agreed that this Agreement, and such other documents required by it during the term of this Agreement, may be approved by a signed copy transmitted by fax or .pdf copy containing all signatures in lieu of the original signed copy, and that a copy transmitted by fax or .pdf shall be legally binding upon the parties to said Agreement(s)."

PROJECT: Geographic Information System (GIS) Services &
2023 Colligo GUS Subscription
Ironwood, Michigan

SERVICES: As described in our proposal letter dated January 30, 2023; a copy of which is attached and made part of this contract.

FEES: Services will be completed for a lump sum amount of \$12,000 for the scope of work and in accordance with the assumptions and conditions set forth in our proposal letter dated January 5, 2021; a copy of which is attached and made part of this contract.

SPECIAL TERMS AND CONDITIONS:

During completion of this work, Colligo will not accept responsibility for the safety of individuals other than Colligo employees.


AUTHORIZATION

This Work Order and the scope of services (the "Services") defined herein are approved and COLLIGO is hereby directed and authorized to proceed with the Services for the designated Project in accordance with the terms and conditions of the above-referenced Agreement.

Requested By:
CITY OF IRONWOOD

Accepted By:
COLLIGO GIS, INC.

By: _____
Title: _____
Date: _____



By: Kevin Trevillian, P.E.
Title: Principal
Date: January 30, 2023



Colligō GIS

635 Circle Drive
Iron Mountain, MI 49801
906-774-3440
contact@colligogis.com

January 30, 2023

Mr. Paul Anderson
City Manager
City of Ironwood
213 S. Marquette Street
Ironwood, MI 49938

Re: Geographic Information System (GIS) Services &
2023 Colligo GIS Subscription
City of Ironwood, Michigan

Dear Mr. Anderson:

Thank you for providing the opportunity to submit a proposal to the City of Ironwood (City) for GIS services and a subscription to our proprietary web-based service, Colligo GIS Platform (CGP). Colligo GIS (Colligo) offers a unique perspective for the City, with our knowledge of the City's current geographic information system (GIS) as a result of our partnership with Coleman Engineering Company. Project experience of Colligo is available upon request.

SCOPE OF SERVICES

- Colligo will assist the City in determining which of the two server configurations listed below will be more beneficial to the City now and moving forward.
 - *On-Site Server Hosting:* Continue using the existing server housed at the City of Ironwood offices. It is understood that this server is approximately 8 years old and nearing the end of its useful life. The City will be responsible for any and all IT, maintenance, and/or replacement costs associated with this hardware.
 - *Off-Site Cloud Server Hosting:* Colligo GIS will work with City staff to migrate all data from the existing server to a cloud server. Associated costs of the cloud server service, all IT and maintenance costs are included in the subscription to CGP.
- Colligo will provide the City access to CGP. Through this platform, the City will have the ability to view their existing GIS while connected to internet services. This platform also provides GPS data collection abilities for the City to perform real-time asset data collection and maintenance without connection to internet services.
- Colligo will provide a publicly accessible read-only GIS web map with data approved by the City for public viewing.

- Colligo will verify that all data and processes currently available on the City's on-site deployment of mPower Innovations Integrator is converted and transferred to CGP. This will include all pictures, forms, and videos currently attached to the data.
- Colligo will host the existing City GIS data onto the non-public CGP. Data to be hosted will include:
 - Sanitary Sewer System
 - Storm Sewer System
 - Water Distribution System
 - Public Land Survey System
 - Transportation Routes
 - Parcel and Tax Information
- Colligo GIS will work collaboratively with City staff to incorporate as-built information into the City's current geographic information system. This task will include incorporating the following projects:
 - Phase V, Francis Street. CEC Project No. 16385.
 - Country Club Road. CEC Project No. 19007.
 - Downtown City Square. CEC Project No. 190668.
 - 2021 Sewer and Water Projects. CEC Project No. 200738.
 - 2022 Utility Project. CEC Project No. 211084.
 - 2022 Water Main Intersection Replacement. CEC Project No. 220288.
- Colligo will create a water distribution system model to report all attributes tied to the public and private service line features. This will include material, how the material was verified, when it was verified, a link to a service card and any other data currently available.
- Colligo will provide the City with Q&A and technical support, as needed. If these sessions last longer than two (2) hours, fees will be charged at the hourly rate listed in the Fees section of this proposal.
- Colligo will provide the City with credentials for one (1) management user and one (1) mobile user to CGP. Credentials will include the web address, username and password. Capabilities of each user type and pricing for additional users is included in Attachment 1. All subscriptions include an unlimited number of desktop read-only users.

ASSUMPTIONS

- All data (i.e., layers) are, and will remain, the property of the City.
- Colligo will host City-owned data, City staff will maintain their data. In this proposal, "host" is defined as storing data that is being accessed by other computers. "Maintain" is defined as modifying existing data and attributes, as well as adding new data to existing layers as required to keep information up-to-date with City records. Examples of maintaining data include updating parcel ownership information, subdividing parcels and updating service line information

determined outside of utility construction projects. There will be additional fees if Colligo is requested to maintain data.

- The City will determine the most efficient workflow within their organization after CGP is implemented. This workflow will include all QC controls and maintenance of City-owned data.
- The creation of a new layer that will have all location and attribute information collected and input by City staff will be included in the GIS Services fee in this proposal. Examples of this include utility repair locations with data form attached.
- If during the course of the project other services or additional data incorporation is requested by the City, Colligo will provide the City with a written proposal of costs prior to the commencement of work. Examples of this data would include:
 - Public Land Survey Grid Adjustment (resulting in substantial parcel corrections)
 - Tax Parcel Maintenance
 - Utility Incorporation
 - Road PASER Ratings
 - Proposed Development Mapping
 - Aerial Mapping Data
 - Data Spatial Correction

FEES

In accordance with the assumptions and conditions set forth in this letter, the scope of services listed above will be completed for a lump sum amount of \$12,000 and will include one Management Level User and one Mobile User Subscription until December 31, 2023.

	Initial Year (2023)
GIS Services	\$9,250.00
Colligo Subscription	\$2,750.00*
TOTAL FEE	\$12,000.00
Training & Technical Support	\$99/hour
Large Format Printing (24x36 Color)	\$10/each

** 11 months at prorated pricing for one management and one mobile user.*

Prior to January 1, 2024, Colligo will review the scope of services with the City to determine the level of services required for the next year. Colligo anticipates all major work items associated with migrating to CGP to take place in 2023. With this in mind, Colligo would assume approximately \$5,000 for GIS services in 2024 plus the cost of CGP subscriptions. During the review of services, a detailed proposal will be drafted with final costs for the 2024 year, as well as any updates to per unit pricing.

PERFORMANCE SCHEDULE

Colligo anticipates starting work upon receipt of a signed Colligo Cloud Services Agreement and Work Order and will provide these pro-rated hosting duties from February 1, 2023 through December 31, 2023.

If you accept this proposal, please endorse both copies of the attached Agreement and Work Order No. 1 and return one copy to this office. Please retain one copy for your files.

We appreciate the opportunity to submit this proposal and if you have any questions or require any additional information, please call me at (906) 774-3440.

Sincerely,
COLLIGO GIS



Gary D. Hoaglund (of Coleman Engineering on behalf of Colligo GIS)
GIS Manager

GDH/grp

Attachments

J:\Proposals\Ironwood, City of\2022\Colligo\City of Ironwood - GIS Services and Colligo Subscription.docx



To: Mayor Corcoran and City Commission

From: Paul Anderson, City Manager

Date: February 9, 2023

Meeting Date: February 13, 2023

Re: GIWA Contract

Update

Tim Dean has reviewed and approved the attached GIWA Contract and resolution. The following page letter from the bond attorney Steve Frank explains the new contract and the required Bond Anticipation Note (BAN). Essentially, the BAN is needed to cover the cost of engineering until the project can be bid out and the complete project financing can then be executed through the Michigan Department of Environment, Great Lakes, and Energy (EGLE). In the very low chance that the project doesn't get funded through EGLE, the 3 member communities are responsible for paying off the BAN. GIWA has been awarded a \$20MIL ARP Grant and \$5.2MIL State Revolving Fund Loan. This is a formality of the EGLE funding process and having to have the project engineering complete for being able to bid the project out.

Jeff and Jean,

As previously discussed, attached please find the Third Supplement to the “Base Contract” between the Authority and the local communities. The Third Supplement is similar in form and substance to the Second Supplement, which was executed in connection with the 2013 improvements to the Authority’s Treatment Facility.

The Third Supplement approves the proposed improvements to the Treatment Facility and the estimated cost thereof, and allocates the cost of these improvements among the local communities in the same proportions as past projects. The Third Supplement also provides for the issuance of revenue bonds of the Authority, in the principal amount of not to exceed \$13,000,000, to pay a portion of the cost of improvements. The debt services charges on the proposed bonds are allocated to each of the local communities in the same proportions as past bond issues. Each local community agrees in the Third Supplement to pay rates and charges sufficient to pay its proportionate share of debt service on the bonds (in addition to all other debt service and other service charges required by the Base Contract).

The Third Supplement also provides for the issuance of a bond anticipation note (BAN) by the Authority, in the principal amount of not to exceed \$1,750,000, to pay for project costs that come due prior to the issuance of the bonds. Each local community acknowledges that the primary source of payment for the BAN will be proceeds of the revenue bonds to be issued by the Authority. However, each local community agrees that if the bonds are not issued prior to the maturity date of the BAN, or if funds of the Authority are otherwise insufficient to pay the principal of and interest on the BAN when due, the local communities will pay their proportionate share of debt service on the BAN when the same becomes due and payable.

The Third Supplement also amends the Base Contract to extend the expiration date thereof to October 1, 2055. This extension will ensure that the Base Contract will not expire before the bonds are paid in full. Warren Creamer has advised that the currently expected final maturity of the bonds will be October 1, 2054 (subject to approval of EGLE and the MFA), so the expiration date will give us one year of additional cushion.

I have also attached a resolution for consideration by each of the local communities. The resolutions approve the Third Supplement and authorize the appropriate officials to execute and deliver the Third Supplement on behalf of the local communities.

Please let me know if you have any questions, comments or concerns. I can be reached at 248-703-1067. Thank you.

Steve

Steven M. Frank | Principal

Miller Canfield

150 West Jefferson Avenue, Suite 2500

Detroit, Michigan 48226 (US)

T +1.313.496.7503 | F +1.313.496.7500

#023-002

RESOLUTION APPROVING THIRD SUPPLEMENT TO CONTRACT
WITH THE GOGEBIC-IRON WASTEWATER AUTHORITY

City of Ironwood
County of Gogebic, State of Michigan

Minutes of a regular meeting of the City Commission of the City of Ironwood, County of Gogebic, State of Michigan, held on the 13th day of February, 2023, at ____ p.m., prevailing Central Time.

PRESENT: Commissioners: _____

ABSENT: Commissioners: _____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____.

WHEREAS, the Gogebic-Iron Wastewater Authority (the "Authority") has been incorporated under the provisions of Act No. 233, Public Acts of Michigan, 1955, as amended, for the purpose of acquiring, owning, improving, enlarging, extending and providing for the operation of a sewage disposal system within certain territory of the City of Ironwood, County of Gogebic, State of Michigan (the "City of Ironwood"), the Charter Township of Ironwood, County of Gogebic, State of Michigan ("Ironwood Township"), and the City of Hurley, County of Iron, State of Wisconsin (the "City of Hurley") (the City of Ironwood, Ironwood Township and the City of Hurley collectively referred to herein as the "Local Units"); and

WHEREAS, the Authority and the Local Units have entered into a Contract, dated as of August 29, 1984, as supplemented by a Supplement to Contract, dated as of January 8, 1985, and a Second Supplement to Contract, dated as of July 1, 2013 (as supplemented, the "Base Contract"), pursuant to which the Authority acquired and constructed the Gogebic-Iron Wastewater Treatment Facility (the "Facility") and certain collecting sewers in the City of Ironwood and Ironwood Township designated by the Base Contract as Gogebic-Iron Wastewater Collecting System No. 1 (City of Ironwood) and Gogebic-Iron Wastewater Collecting System No. 2 (Charter Township of Ironwood); and

WHEREAS, the Authority and the Local Units have determined that it is necessary to acquire and construct certain improvements and upgrades to the Facility to service the Local Units (the "Improvements"); and

WHEREAS, each of the Local Units desires to have the Authority acquire and construct the Improvements as part of the Facility in order to furnish the Local Units with improved wastewater and sewage treatment services and facilities; and

WHEREAS, a supplement to the Base Contract entitled “Third Supplement to Contract” by and among the Authority and the Local Units providing for the acquisition, construction and financing of the Improvements to the Facility for the benefit of the Local Units, and providing for the allocation of the costs thereof among the Local Units, has been prepared; and

WHEREAS, the Third Supplement to Contract has been presented to this City Commission for approval.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Third Supplement to Contract, dated as of February 1, 2023 (the “Third Supplement”), by and among the Authority and the Local Units, with respect to the acquisition, construction and financing of the Improvements to the Facility as described in the Third Supplement, and providing for the allocation of the costs thereof among the Local Units, is hereby approved and confirmed in substantially the form attached hereto as Exhibit A, subject to such completions, additions and revisions as shall be approved by the Mayor and the City Clerk and which are not materially adverse to the City of Ironwood. The Mayor and the City Clerk are hereby authorized and directed to execute, seal and deliver the Third Supplement for and on behalf of the City of Ironwood when it is in final form.

2. The City of Ironwood has been advised that the Authority has retained Miller, Canfield, Paddock and Stone, P.L.C. (“Miller Canfield”) as its bond counsel in connection with the issuance of the revenue bonds of the Authority described in the Third Supplement for the financing of a portion of the cost of the Improvements, and the City of Ironwood hereby consents to the representation of the Authority by Miller Canfield.

3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

AYES: Commissioners: _____

NAYS: Commissioners: _____

RESOLUTION DECLARED ADOPTED.

Jennifer L. Jacobson, City Clerk
City of Ironwood

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Ironwood, County of Gogebic, State of Michigan, at a regular meeting held on February 13, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Jennifer L. Jacobson, City Clerk
City of Ironwood

EXHIBIT A

[Attach Third Supplement to Contract]

THIRD SUPPLEMENT TO CONTRACT

GOGEBIC-IRON WASTEWATER AUTHORITY

THIS THIRD SUPPLEMENT TO CONTRACT (this “Contract”), dated as of February 1, 2023, is entered into by and among the GOGEBIC-IRON WASTEWATER AUTHORITY, a municipal authority and public body corporate of the State of Michigan (hereinafter referred to as the “Authority”), the CITY OF IRONWOOD, a Michigan municipal corporation located in the County of Gogebic, State of Michigan (“Ironwood City”), the CHARTER TOWNSHIP OF IRONWOOD, a Michigan municipal corporation located in the County of Gogebic, State of Michigan (“Ironwood Township”), and the CITY OF HURLEY, a Wisconsin municipal corporation located in the County of Iron, State of Wisconsin (“Hurley”) (Ironwood City, Ironwood Township and Hurley collectively referred to herein as the “Local Units”).

WITNESSETH:

WHEREAS, the Authority has been incorporated under the provisions of Act No. 233, Public Acts of Michigan, 1955, as amended (hereinafter referred to as “Act 233”), for the purpose of acquiring, owning, improving, enlarging, extending and providing for the operation of a sewage disposal system within certain territory of the Local Units; and

WHEREAS, the Authority and the Local Units have entered into a Contract, dated as of August 29, 1984, as supplemented by a Supplement to Contract, dated as of January 8, 1985, and a Supplement to Contract, dated as of July 1, 2013 (as supplemented, the “Base Contract”), pursuant to which the Authority acquired and constructed the Gogebic-Iron Wastewater Treatment Facility (the “Facility”) and certain collecting sewers in Ironwood City and Ironwood Township designated by the Base Contract as Gogebic-Iron Wastewater Collecting System No. 1 (City of Ironwood) (“Collection System No. 1”) and Gogebic-Iron Wastewater Collecting System No. 2 (Charter Township of Ironwood) (“Collection System No. 2”); and

WHEREAS, in order to finance or refinance part of the cost of the acquisition and construction of the Facility, Collection System No. 1 and Collection System No. 2, the Authority, in accordance with the provisions of the Base Contract, has previously issued and has outstanding certain revenue bonds of the Authority (the “Outstanding Bonds”); and

WHEREAS, the Facility is operated, maintained and managed by the Gogebic-Iron Wastewater Board (the “Board”) established pursuant to the Inter-Local Agreement for Sewage Treatment and Wastewater Disposal in the Gogebic-Iron Area, dated as of November 21, 1983, as supplemented, between the Local Units and the Township of Erwin, County of Gogebic, State of Michigan; and

WHEREAS, Collection System No. 1 is operated, maintained and managed by Ironwood City and Collection System No. 2 is operated, maintained and managed by Ironwood Township pursuant to separate Sewers Management Agreements between the Authority and Ironwood City and between the Authority and Ironwood Township, respectively, as provided in the Base Contract; and

WHEREAS, it is immediately necessary and imperative for the public health and welfare of the present and future residents of the Local Units that the Authority acquire and construct certain improvements and upgrades to the Facility to service the Local Units, as described in Section 2 of this Contract (the “Improvements”); and

WHEREAS, plans and an estimate of the cost of the Improvements have been prepared by the Authority’s engineers, C2AE, registered engineers of Escanaba, Michigan (the “Consulting Engineers”), which said estimate of cost totals \$25,210,000; and

WHEREAS, the Local Units desire to have the Authority acquire and construct the Improvements as part of the Facility in order to furnish the Local Units with improved wastewater and sewage treatment services and facilities; and

WHEREAS, the Authority and the Local Units have determined that the Improvements are essential to the general health, safety and welfare of the Local Units; and

WHEREAS, the Improvements qualify, in whole or in part, for financing through the Clean Water State Revolving Fund program being administered by the Michigan Department of Environment, Great Lakes, and Energy (“EGLE”), and the Michigan Finance Authority (the “MFA”); and

WHEREAS, to pay part of the cost of the Improvements, including contingencies, legal and financing expenses, the Authority has determined that it is necessary to issue additional revenue bonds pursuant to Act 94, Public Acts of Michigan, 1933, as amended, in the aggregate principal amount of not to exceed Thirteen Million Dollars (\$13,000,000) (the “2023 Bonds”); and

WHEREAS, in order to defray certain costs of the Improvements coming due prior to the expected date of issuance of the 2023 Bonds, it may be necessary for the Authority to issue short-term bond anticipation notes (the “BAN”) in anticipation of the issuance of the 2023 Bonds pursuant to the provisions of Act 34, Public Acts of Michigan, 2001, as amended; and

WHEREAS, the Authority and the Local Units are agreeable to the execution of this Contract to provide, among other things, for the issuance of the BAN and the Series 2023 Bonds by the Authority to finance a portion of the cost of the Improvements to the Facility and for the allocation of the costs thereof; and

WHEREAS, prior to execution of this Contract, the Local Units have each approved and authorized the execution of this Contract by resolutions of their respective governing bodies; and

WHEREAS, the Authority and the Local Units have determined that it is necessary to amend the Base Contract to extend the term of the Base Contract, as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the covenants made herein, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Definitions. All capitalized terms used in this Contract and not defined herein shall have the same meanings as set forth in the Base Contract unless expressly given a different meaning herein or unless the context or use indicates another or different meaning or intent.

2. Approval of Improvements. The Authority and the Local Units hereby approve the acquisition, construction and installation of improvements and upgrades to the Facility, as generally described in Exhibit A attached hereto and made a part hereof, and as more particularly described in the plans prepared by the Consulting Engineers (the “Improvements”). The Improvements to the Facility are designed to provide the Local Units with improved wastewater and sewage treatment services and facilities and are immediately necessary to protect and preserve the public health.

3. Approval of Plans and Cost Estimate. The Authority and the Local Units hereby approve and confirm the plans for the Improvements to the Facility prepared by the Consulting Engineers and the total estimated cost for the Improvements in the sum of \$25,210,000. Said cost estimate includes all surveys, plans, specifications, acquisition of property for rights-of-way, physical construction necessary to acquire and construct the Improvements to the Facility, the acquisition of all materials, machinery and necessary equipment, and all engineering, engineering supervision, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the Improvements and the financing thereof.

4. Construction Contracts. The Authority will take bids for the acquisition and construction of the Improvements prior to the time that the 2023 Bonds described in Section 8 of this Contract are issued for the purpose of financing a portion of the costs thereof. The Authority shall not enter into any final contract or contracts for the acquisition and construction of the Improvements to the Facility if such contract price or prices will be such as to require the principal amount of the 2023 Bonds to be issued by the Authority to pay the costs of the Improvements to exceed the maximum principal amount of the 2023 Bonds provided in Section 8 of this Contract unless the Local Units, by resolution of their respective governing bodies, (a) approve said increased total cost and (b) agree to pay the amount of such excess cost, either in cash or by specifically authorizing the maximum principal amount of the 2023 Bonds to be issued as provided in Section 8 of this Contract to be increased to an amount which will provide sufficient funds to meet said increased cost and a similar increase in the payment obligations of the Local Units required by Section 10 of this Contract for the payment of the 2023 Bonds.

5. Acquisition of Improvements. The Improvements to the Facility shall be acquired and constructed by the Authority in accordance with the plans and specifications therefor approved by this Contract; provided, however, that minor variations from said plans and specifications may be made without the approval of the Local Units if such variations shall not materially affect such plans and specifications. All matters relating to engineering plans and specifications, together with the making and letting of final construction contracts, the approval of work and materials thereunder, and construction supervision, shall be in the exclusive control of the Authority.

6. Ownership and Operation of Facility and Improvements. The Facility, including the Improvements thereto, shall continue to be owned by the Authority as provided in the Base Contract and this Contract. The Facility, including the Improvements thereto, shall continue to be operated, maintained and managed by the Board for and on behalf of and as the manager for the Local Units and the Authority as provided in the Base Contract and the Management Agreement, as such Management Agreement may be supplemented and amended from time to time.

7. Rates and Charges of Local Units. Each Local Unit covenants and agrees that it will comply with the provisions of Section 12 of the Base Contract, the provisions of which are hereby incorporated herein and by this reference made a part of this Contract.

8. Issuance of Revenue Bonds by the Authority. To provide for the construction and financing of the Improvements to the Facility in accordance with the provisions of Act 233, the Authority shall take the following steps:

(a) After execution hereof, the Authority will take steps to adopt an ordinance (the "Ordinance") providing for the issuance of the 2023 Bonds by the Authority pursuant to Act 94, Public Acts of Michigan, 1933, as amended ("Act 94"), in the aggregate principal amount of not to exceed Thirteen Million Dollars (\$13,000,000), to finance a portion of the cost of the Improvements. The remaining costs of the Improvements will be defrayed from American Rescue Plan Act grant funds awarded to the Authority by EGLE. The 2023 Bonds shall be issued in accordance with Act 94 and the Ordinance and shall be payable from and secured solely a statutory lien on the rates and charges required to be paid by the Local Units to the Authority pursuant to the Base Contract and this Contract in the manner and priority specified in the Ordinance. After due adoption of the Ordinance, the Authority will take all necessary legal procedures and steps necessary to effectuate the sale and delivery of the 2023 Bonds.

(b) The Authority shall take all steps necessary to take bids for and enter into and execute final construction contracts for the acquisition and construction of the Improvements to the Facility as specified and approved hereinbefore in this Contract, in accordance with the plans and specifications therefor based on the plans as approved by this Contract.

(c) The Authority will require and procure from the contractor or contractors undertaking the actual construction and acquisition of the Improvements to the System necessary and proper bonds to guarantee the performance of the contract or contracts and such labor and material bonds as may be required by law, in such amount and such forms as may be approved by the Authority.

(d) The Authority, upon receipt of the proceeds of sale of the 2023 Bonds, will comply with all provisions and requirements provided for in the Ordinance and this Contract relative to the disposition and use of the proceeds of sale of the 2023 Bonds.

(e) The Authority may temporarily invest any proceeds of the 2023 Bonds as permitted by the Ordinance and as otherwise permitted by law, and investment income shall accrue to and follow the funds producing such income.

9. Allocation of Costs of Improvements. The costs of the Improvements to be financed by the issuance of the 2023 Bonds shall be charged to and paid by the Local Units in

the manner and at the times set forth herein. The costs of the Improvements are hereby allocated to the Local Units in the following percentages, subject to adjustment upon written agreement of the Authority and the Local Units:

City of Ironwood:	72.35%
City of Hurley:	18.35%
Charter Township of Ironwood:	9.30%

10. Rates and Charges. In addition to all rates and charges required to be paid by the Local Units to the Authority pursuant to the Base Contract, each Local Unit hereby agrees to pay, as additional rates and charges for use of the services provided by the Facility, the amounts established pursuant to this Section 10. Each Local Unit covenants and agrees to pay to the Authority its Proportionate Share (hereinafter defined) of each of the principal installments of the 2023 Bonds set forth in Exhibit B attached hereto (each a “principal installment”) in the manner hereinafter specified. Commencing with the twelfth month preceding the month in which the first principal installment on the 2023 Bonds is due, as established by the Ordinance, and each month thereafter (and on the dates prescribed by the Authority), each Local Unit shall pay to the Authority an amount equal to its Proportionate Share of one-twelfth (1/12) of the principal installment of the 2023 Bonds coming due on the next principal payment date for the 2023 Bonds. As used in this Contract, “Proportionate Share” means, for each Local Unit, such Local Unit’s percentage share of each payment required to be made by the Local Units pursuant to this Contract, as set forth below (subject to adjustment upon written agreement of the Authority and the Local Units):

City of Ironwood:	72.35%
City of Hurley:	18.35%
Charter Township of Ironwood:	9.30%

The schedule of principal installments of the 2023 Bonds set forth in Exhibit B may be adjusted by the Authority to conform to the schedule of principal installments approved by the Authority and the MFA at the time of sale of the 2023 Bonds without requirement of further action by the Authority or the Local Units; provided, however, that the aggregate principal amount of the 2023 Bonds shall not exceed the amount set forth in Section 8 of this Contract. The Authority shall immediately upon sale of the 2023 Bonds furnish each Local Unit with a revised Exhibit B to this Contract if any adjustments thereto are made at the time of sale of the 2023 Bonds.

In addition to said principal installments, each Local Unit covenants and agrees to pay to the Authority its Proportionate Share of the amount required to pay all interest coming due on the 2023 Bonds from time to time outstanding in the manner hereinafter specified. Commencing with the sixth month preceding the month in which the first interest payment on the 2023 Bonds is due, as established by the Ordinance, and each month thereafter (and on the dates prescribed by the Authority), each Local Unit shall pay to the Authority an amount equal to its Proportionate Share of one-sixth (1/6) of the interest on the 2023 Bonds coming due on the next interest payment date for the 2023 Bonds.

The sum of the charges for use of the Facility to be paid by the Local Units pursuant to this Section 10 shall in all cases be sufficient to ensure that the Authority shall have on hand, not

less than five (5) business days preceding the dates each year on which interest or principal of and interest on the 2023 Bonds is due, an amount sufficient to pay the interest or the principal of and interest on the 2023 Bonds coming due on the next interest payment date or principal and interest payment date. In order to assure the foregoing, the Authority is authorized, without requirement of further action by the Local Units, to fix and revise the timing and amount of the foregoing payments of charges for use of the Facility by the Local Units as the Authority shall deem necessary to assure the foregoing and as may be required to enable the Authority to comply with the debt service set aside requirements established pursuant to the Ordinance.

It is understood and agreed that the 2023 Bonds of the Authority will be issued in anticipation of the above obligation of the Local Units to pay rates and charges. From time to time as the Authority is billed by the paying agent for the 2023 Bonds for its services as paying agent, or registering bonds, and as other costs and expenses accrue to the Authority from handling of the payments made by the Local Units or from other actions taken in connection with the payment, accounting and administration of the 2023 Bonds, the Authority shall notify the Local Units of the amount of such paying agency fees and other costs and expenses, and the Local Units shall, within thirty (30) days from such notification, remit to the Authority its Proportionate Share of the funds necessary to meet such paying agency fees and other costs and expenses as supplemental rates and charges.

The Authority shall, within thirty (30) days after the delivery of the 2023 Bonds, furnish the Local Units with a complete schedule of maturities of principal and interest thereon. The Authority shall invoice the Local Units, on a monthly basis, for all rates and charges required to be paid by the Local Units to the Authority pursuant to this Contract in accordance with the billing procedures established from time to time by the Authority or by the Board on behalf of the Authority; provided, however, that failure of the Authority or the Board to notify the Local Units of any such payment shall not relieve the Local Units of the obligation to make such payment.

If any payment of rates or charges required by this Contract is not paid when due, the amount not so paid shall be subject to a penalty, in addition to interest, of one per cent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date.

Each Local Unit reaffirms its obligations under the Base Contract to pay Service Charges for operation and maintenance of the Facility in accordance with the terms of the Base Contract, and to pay rates and charges sufficient to pay all debt service requirements and other costs and charges coming due on the Outstanding Bonds in accordance with the terms of the Base Contract, and such obligations shall continue and remain unaffected by this Contract.

11. Advance Payments. Each Local Unit may pay in advance any of the payments required to be made by this Contract, in which event the Authority shall credit the Local Unit with such advance payment on future-due payments to the extent of such advance payment.

12. Surplus 2023 Bond Proceeds. After completion of the Improvements to the Facility and payment of all costs thereof, any surplus remaining from the proceeds of sale of the 2023 Bonds shall be used by the Authority for either of the following purposes: (a) for additional improvements to the Facility, subject to approval of the Authority and EGLE, if such approval is

then required; or (b) credit by the Authority toward the next payments due the Authority by the Local Units hereunder.

13. Reduction in Principal Amount of 2023 Bonds. If before or after bids are let and prior to sale of the 2023 Bonds it is determined by the Authority that the full amount of the 2023 Bonds authorized pursuant to this Contract is not necessary to complete the Improvements, then the Authority shall be automatically authorized to reduce the amount of the 2023 Bonds sold.

14. Issuance of Bond Anticipation Notes by the Authority. In order to defray certain costs of the Improvements coming due prior to the expected date of issuance of the 2023 Bonds, it may be necessary for the Authority to issue short-term bond anticipation notes (the "BAN") in anticipation of the issuance of the 2023 Bonds pursuant to the provisions of Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"). If the Authority determines, in its judgement, that it is necessary to issue the BAN, the Authority will take steps to adopt a resolution (the "BAN Resolution") providing for the issuance of the BAN by the Authority pursuant to Act 34, in the aggregate principal amount of not to exceed One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000), to finance the costs of the Improvements coming due prior to the expected date of issuance of the 2023 Bonds. The BAN will mature, bear interest, be payable as to principal and interest, and have such other terms, as may be determined by the Authority in the BAN Resolution and as permitted by Act 34.

The principal of and interest on the BAN shall be payable in the first instance from, and secured by a pledge of, the proceeds of the 2023 Bonds. The principal of and interest on the BAN may be made payable from such additional sources of funds as determined by the Authority in the BAN Resolution and as permitted by Act 34. If, for any reason, the 2023 Bonds are not issued prior to the maturity date of the BAN, or if the sources of funds pledged or designated by the Authority in the BAN Resolution for payment of the principal of and interest on the BAN are for any reason insufficient to pay the principal of and interest on the BAN when due, each Local Unit hereby agrees to pay, as additional rates and charges for use of the services provided by the Facility, its Proportionate Share of the principal of and interest on the BAN as the same become due.

If it shall become necessary for the Local Units to make any payments of principal of and interest on the BAN as the same become due, as provided in this Section 13, the Authority shall invoice each Local Unit for its Proportionate Share of the principal of and interest on the BAN so due and payable, and each Local Unit shall, within fifteen (15) days from the date of such notification, remit to the Authority its Proportionate Share of the funds necessary to pay the principal of and interest on the BAN as the same become due and payable.

15. Termination of this Contract if 2023 Bonds or BAN Not Issued. If, for any reason whatsoever, neither the BAN nor the 2023 Bonds are issued and sold within two (2) years from the effective date of this Contract, this Contract, except for payment of preliminary expenses and ownership of engineering data, shall be considered void and of no force and effect. In the event that neither the BAN nor the 2023 Bonds are issued and sold, all preliminary legal and engineering costs shall be paid by the Local Units in proportion to the percentages set forth in Section 9 of this Contract, and the Local Units shall upon such payment have ownership, possession and use of all plans and specifications, surveys and other engineering data and materials prepared.

16. Protection of Rights of Holders. The Authority and the Local Units each recognize that the holders from time to time of the Outstanding Bonds, the BAN and the 2023 Bonds will have contractual rights in the Base Contract and this Contract, and it is, therefore, covenanted and agreed by each of them that so long as any of the Outstanding Bonds, the BAN or the 2023 Bonds shall remain outstanding and unpaid, the provisions of the Base Contract and this Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security for the Outstanding Bonds, the BAN or the 2023 Bonds or the prompt payment of principal and interest thereon. The Local Units and the Authority each further covenant and agree that each will comply with its respective duties and obligations under the terms of the Base Contract and this Contract promptly at the times and in the manner therein and herein set forth, and will not suffer to be done any act which would in any way impair the Outstanding Bonds, the BAN or the 2023 Bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of the Base Contract and this Contract insofar as they pertain to the security of the Outstanding Bonds, the BAN or the 2023 Bonds shall be deemed to be for the benefit of the holders thereof.

17. Termination of Contract. This Contract shall remain in full force and effect from the effective date hereof until the BAN and the 2023 Bonds issued by the Authority are paid in full, but in any event not later than October 1, 2055. At such time within said term as the BAN and all of the 2023 Bonds, including interest thereon, are paid in full, this Contract shall be terminated. In any event, the obligation of the Local Units to make payments of rates and charges required by this Contract shall be terminated at such time as the BAN and all of the 2023 Bonds are paid in full, together with any deficiency or penalty thereon.

18. Indemnification of Authority. The parties hereto hereby expressly agree that the Authority shall not be liable for and the Local Units shall, to the extent permitted by law, pay, indemnify and save the Authority harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages and losses of every conceivable kind whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the ownership, acquisition, construction, operation, maintenance and repair of the Facility, the Improvements, this Contract, or the issuance, sale and delivery of the BAN and the 2023 Bonds. It is the intent of the parties that the Authority be held harmless by the Local Units, to the extent permitted by law, from liability for such claims, actions, demands, expenses, damages and losses, however caused or however arising, including, but not limited to, such claims, actions, demands, expenses, damages and losses even though caused, occasioned or contributed to by the negligence, sole or concurrent, of the Authority or by negligence for which the Authority may be held liable. In any action or proceeding brought about by reason of any such claim or demand, the Local Units, to the extent permitted by law, will also pay, indemnify and save the Authority harmless from and against all costs, reasonable attorneys' fees and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands, or any of them, in the event it is determined that there is any liability on the part of the Authority. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the Authority on any claim, action, demand, expense, damage or loss contemplated by this Section and notwithstanding that the Authority has not paid the same, the Local Units shall, to the extent permitted by law, be obligated to pay to the

Authority, upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the Authority by reason of any such claims or demands, whether said claims or demands are groundless or not, the Local Units shall, upon written notice and demand from the Authority, but will not, without written consent of the Authority, settle any such action in the proceeding. Notwithstanding the foregoing, nothing contained in this Section shall be construed to indemnify or release the Authority against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the Authority's employees, agents or representatives with respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the Facility (including the Improvements thereto), this Contract, or the issuance, sale and delivery of the BAN and the 2023 Bonds.

19. Amendment to Section 21 of Base Contract. Section 21 of the Base Contract is hereby amended and restated in its entirety as follows:

“21. Termination of Contract. Subject to the conditions set forth in section 19 of this Contract, this Contract shall remain in full force and effect from the date hereof until all revenue bonds issued by the Authority are paid in full, including the revenue bonds issued under the terms of this Contract and such additional revenue bonds as may be issued from time to time by the Authority pursuant to one or more supplements to this Contract for the purpose of improving, enlarging or extending the Facility, but in any event not later than October 1, 2055. At such time within such term as all of said revenue bonds are paid, this Contract shall be terminated, and the ownership of the Collecting Sewers shall be in the Local Unit in which they are located and the ownership of the Facility shall be in the Board.”

20. Status of Base Contract. Except as amended by the terms of this Contract, the Base Contract shall remain in full force and effect.

21. Binding Upon Successors. This Contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

22. Effective Date. This Contract shall become effective upon approval by the City Commission of Ironwood City, the Township Board of Ironwood Township, the City Council of Hurley and by the Board of Trustees of the Authority, and when duly executed by the Mayor and City Clerk of Ironwood City, the Supervisor and Township Clerk of Ironwood Township, the Mayor and City Clerk of Hurley and by the Chairperson and the Secretary of the Authority. This Contract may be executed in several counterparts.

23. Section Headings. Section headings are inserted in this Contract for convenience only and are not to be construed as a part of this Contract.

24. Severability. In the event that any one or more provisions of this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, but this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have cause this Contract to be executed as of the day and year first above written.

In the presence of :

GOGEBIC-IRON WASTEWATER AUTHORITY

By _____
Chairperson

By _____
Secretary (SEAL)

In the presence of :

CITY OF IRONWOOD

By _____
Mayor

By _____
Clerk (SEAL)

In the presence of :

CHARTER TOWNSHIP OF IRONWOOD

By _____
Supervisor

By _____
Clerk (SEAL)

In the presence of :

CITY OF HURLEY

By _____
Mayor

By _____
Clerk (SEAL)

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS

The Improvements consist of the optimization of existing equipment and process systems throughout the Facility, including, but not limited to: headwork improvements; septage receiving station; primary and final clarifier mechanisms; oxidation ditch improvements; digester improvements; chemical building improvements; chlorine disinfection improvements; Class A sludge treatment; electrical and control upgrades; administration building (belt press and boiler) upgrades; and miscellaneous piping, painting and doorway improvements.

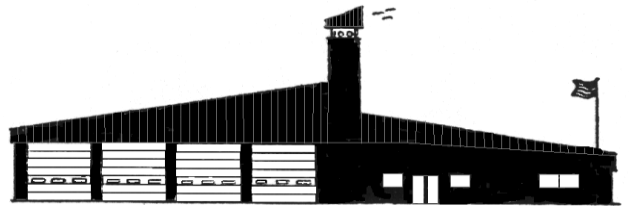
EXHIBIT B
PRINCIPAL PAYMENT SCHEDULE
\$_[_____] PRINCIPAL AMOUNT
WASTEWATER TREATMENT SYSTEM JUNIOR LIEN REVENUE BONDS,
SERIES 2023

40211294.1/034266.00010



**The City of
IRONWOOD**

Department of Public Safety
123 West McLeod Avenue Ironwood, Michigan 49938
PHONE: 906-932-1234



*Andrew DiGiorgio, Director
Ironwood Public Safety*

February 10, 2023

TO: Mayor Kim Corcoran
Ironwood City Commissioners

FROM: Andrew DiGiorgio, Director
Ironwood Public Safety Department

RE: Purchase of Audio-Visual Equipment

I am respectfully requesting authorization for the purchase of audio-visual equipment. The purchase of this equipment is 100% grant funded from the Department of Treasury First Responder Grant. The first part of the purchase is from CDW Government and includes an 85-inch digital flip chart and accessories. This equipment will be used for training and demonstrations at the Public Safety building. The cost of this equipment is \$7,025.17.

The second part of the purchase is for technology equipment for the City Commission Chambers to be used by Public Safety and other City of Ironwood official business. This equipment will be purchased through the Computer Doctors for the cost of \$7,098.00 as per the attached estimate. Equipment includes a new state of the art web camera and mounting bracket, 85" LED TV (the existing TV will be used elsewhere in the Memorial Building), a new computer for running the online meetings and the installation of said equipment by the Computer Doctors.

The total cost of this equipment purchase authorization is \$14,123.17 all to be reimbursed 100% by the Department of Treasury First Responder Grant.

Thank you for your consideration.



This Institution is an Equal Opportunity Provider, Employer and Housing Employer/Lender





Estimate

The Computer Doctors
 930 E. Cloverland Dr.
 Ironwood, MI 49938

Estimate Number: 10650
 Prepared By: Alex Matusewic
 Date: 2023-02-09
 906-932-0880

City of Ironwood
 213 S Marquette St.

 Ironwood, MI 49938

Description	Qty	Price	Total
12x-USB Gen2 Full HD Broadcast and Conference Indoor PTZ Camera (Gray)	1	\$1,895.00	\$1,895.00
PTZ Camera Mounting Bracket	1	\$55.00	\$55.00
Samsung 85" Class HDR 4K UHD Smart LED TV *Contact the manufacturer for warranty*	1	\$1,479.00	\$1,479.00
ThinkCentre M80q Gen 3, Intel Core i5-12500T (2.00GHz), Windows 10 Pro 64 16.0GB, 1x256GB SSD M.2 2280 PCIe TLC Opal, Wi-Fi 6E 2x2 AX, BT 5.0	1	\$1,029.00	\$1,029.00
		Sub-Total:	\$4,458.00
		Tax Exempt	\$0.00
		Items:	\$4,458.00
Installation of camera, PC, TV, and cabling. Configuration of software as requested. *This is an approximate hourly estimate, it will be billed as needed.*	24	\$110.00	\$2,640.00
		Labor:	\$2,640.00
		Total:	\$7,098.00

REMIT PAYMENT TO:

INVOICE

ACH INFORMATION:
THE NORTHERN TRUST
50 SOUTH LASALLE STREET
CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com
ROUTING NO.: 071000152
ACCOUNT NAME: CDW GOVERNMENT
ACCOUNT NO.: 91057



CDW Government
75 Remittance Drive, Suite 1515
Chicago, IL 60675-1515



RETURN SERVICE REQUESTED

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
GN61701	02/02/23	4969389
SUBTOTAL	SHIPPING	SALES TAX
\$1,281.55	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
03/04/23		\$1,281.55

811 1 MB 0.531 E0135X I0183 D10249822187 S2 P9508887 0001:0001



CITY OF IRONWOOD
ACCTS PAYABLE
213 S MARQUETTE ST STE 1
IRONWOOD MI 49938-2166

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

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INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS			DUE DATE	
02/02/23	GN61701	Net 30 Days			03/04/23	
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER			CUSTOMER NUMBER	
12/16/22	DROP SHIP-COMMON CARRIER	NDCP916			4969389	
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
3986731	LOGITECH GROUP CONF SYSTEM BUN Manufacturer Part Number: 960-001060	1	1	0	1,281.55	1,281.55

DATE RECEIVED 2/10/23
P.O. # _____
SIGNATURE _____
APPROVED DATE _____
ACCT # _____

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ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	AMOUNT
HARIS IMAMOVIC 312-705-8763 haris.imamovic@cdwg.com	CITY OF IRONWOOD BRANDON SNYDER 123 W MCLEOD AVE IRONWOOD MI 49938-2525	\$1,281.55	
SALES ORDER NUMBER		SHIPPING	\$0.00
NDGH812		SALES TAX	\$0.00
		AMOUNT DUE	\$1,281.55

Cage Code Number 1KH72
DUNS Number 02-615-7235
Unique Entity ID (SAM): PHZDZ8SJ5CM1
ISO 9001 and ISO 14001 Certified
CDW GOVERNMENT FEIN 36-4230110

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VISIT US ON THE INTERNET AT www.cdw.com



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 THE NORTHERN TRUST
 50 SOUTH LASALLE STREET
 CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com
 ROUTING NO.: 071000152
 ACCOUNT NAME: CDW GOVERNMENT
 ACCOUNT NO.: 91057



CDW Government
 75 Remittance Drive, Suite 1515
 Chicago, IL 60675-1515



RETURN SERVICE REQUESTED

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
GB85225	01/10/23	4969389
SUBTOTAL	SHIPPING	SALES TAX
\$1,165.57	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
02/09/23		\$1,165.57

134 1 SP 0.570 E0134X I0210 D10150433417 S2 P9466799 0001:0001



CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515

CITY OF IRONWOOD
 ACCTS PAYABLE
 213 S MARQUETTE ST STE 1
 IRONWOOD MI 49938-2166

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS			DUE DATE	
01/10/23	GB85225	Net 30 Days			02/09/23	
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER			CUSTOMER NUMBER	
12/16/22	DROP SHIP-COMMON CARRIER	NDGP916			4969389	
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
6125651	SMART FLOOR STAND ELECTRIC Manufacturer Part Number: FSE-410 Serial No: E022PW41C0236	1	1	0	1,165.57	1,165.57

DATE RECEIVED 1/17/23
 P.O. # _____
 SIGNATURE _____
 APPROVED DATE _____
 ACCT # _____

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 Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email credit@cdw.com with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	
HARIS IMAMOVIC 312-705-8763 haris.imamovic@cdwg.com	CITY OF IRONWOOD BRANDON SNYDER 123 W MCLEOD AVE IRONWOOD MI 49938-2525	\$1,165.57	
SALES ORDER NUMBER		SHIPPING	\$0.00
NDGH812		SALES TAX	\$0.00
		AMOUNT DUE	\$1,165.57

Cage Code Number 1KH72
 DUNS Number 02-615-7235
 Unique Entity ID (SAM): PHZDZ8SJ5CM1
 ISO 9001 and ISO 14001 Certified
 CDW GOVERNMENT FEIN 36-4230110

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 VISIT US ON THE INTERNET AT www.cdwg.com**



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THE NORTHERN TRUST
60 SOUTH LASALLE STREET
CHICAGO, IL 60676

E-mail Remittance To: gachremittance@cdw.com
ROUTING NO.: 071000152
ACCOUNT NAME: CDW GOVERNMENT
ACCOUNT NO.: 91057



CDW Government
75 Remittance Drive, Suite 1515
Chicago, IL 60675-1515



RETURN SERVICE REQUESTED

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
GC44203	01/11/23	4969389
SUBTOTAL	SHIPPING	SALES TAX
\$4,578.05	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
02/10/23		\$4,578.05

297 1 MB 0.515 E0280X I0417 D10156081903 S2 P9468491 0001:0001



CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

CITY OF IRONWOOD
ACCTS PAYABLE
213 S MARQUETTE ST STE 1
IRONWOOD MI 49938-2166

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS				DUE DATE
01/11/23	GC44203	Net 30 Days				02/10/23
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER				CUSTOMER NUMBER
12/16/22	DROP SHIP-COMMON CARRIER	NDCP916				4969389
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
6985809	SAMSUNG FLIP 85IN DIGITAL FLIPCHART Manufacturer Part Number: WM85B Serial No: 0KJYHNLT700068	1	1	0	4,578.05	4,578.05

DATE RECEIVED 1/19/23
P.O. # _____
SIGNATURE _____
APPROVED DATE _____
ACCT # _____

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CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at paperlessbilling@cdw.com. Please include your Customer number or an Invoice number in your email for faster processing.

REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email credit@cdw.com with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	
HARIS IMAMOVIC 312-705-8763 haris.imamovic@cdw.com	CITY OF IRONWOOD BRANDON SNYDER 123 W MCLEOD AVE IRONWOOD MI 49938-2525		\$4,578.05
SALES ORDER NUMBER		SHIPPING	\$0.00
NDGH812		SALES TAX	\$0.00
		AMOUNT DUE	\$4,578.05



Cage Code Number 1KH72
DUNS Number 02-615-7235
Unique Entity ID (SAM): PHZDZ8SJ5CM1
ISO 9001 and ISO 14001 Certified
CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?
PLEASE EMAIL US AT credit@cdw.com
VISIT US ON THE INTERNET AT www.cdw.com

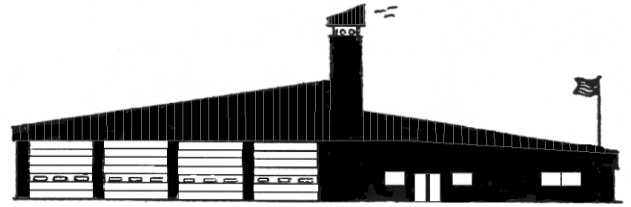


The City of
IRONWOOD

Department of Public Safety

123 West McLeod Avenue Ironwood, Michigan 49938

PHONE: 906-932-1234



*Andrew DiGiorgio, Director
Ironwood Public Safety*

February 6, 2023

TO: Mayor Kim Corcoran
Ironwood City Commissioners

FROM: Andrew DiGiorgio, Director
Ironwood Public Safety Department

RE: Grant Request

I am respectfully requesting approval to seek grant funding for the acquisition of patrol vehicles. The USDA Community and Facilities Grants and Loan Program permits 55% grant funding with a 45% match. This program provides an essential need to maintain our police vehicle fleet. The grant request portion will not exceed \$50,000.

Thank you for your consideration.



This Institution is an Equal Opportunity Provider, Employer and Housing Employer/Lender





To: Mayor Corcoran and City Commission

From: Paul Anderson, City Manager

Date: February 8, 2023

Meeting Date: February 13, 2023

Re: Merit Fiber Internet Contract

Update

The City of Ironwood currently contracts with Merit for Fiber internet for the Memorial Building and other city buildings. Our current contract is for 40 Mbps service and we have regularly been going over that data bandwidth. The current contract price is \$4892/year, and the new price for the increased 50 Mbps bandwidth service is \$5,490/year. Staff recommends that the Commission approves the new 50 Mbps service contract as presented. Staff and Merit will monitor use for this annual billing cycle to see if it is adequate for the next annual billing cycle.



merit

We have prepared a quote for you

Merit Internet Service - Renewal/Upgrade

Quote # 002164
Version 1

Prepared for:

City of Ironwood

Paul Anderson
andersonp@ironwoodmi.gov

Thursday, February 02, 2023

City of Ironwood
Paul Anderson
213 S. Marquette St.
Ironwood, MI 49938
andersonp@ironwoodmi.gov

Dear Paul,

It is a pleasure to provide the attached proposal to the City of Ironwood. Merit Network is a non-profit, membership organization committed to providing the highest quality of service to our members. We are committed to providing scalable, adaptable, and dependable solutions to our Members to help them achieve their strategic goals. We foster a collaborative community of organizations like yours to share knowledge and resources to accomplish local or life-changing projects. Merit Members achieve far more together than they can on their own, which makes their organizations stronger, allowing them to focus on their core competencies and missions.

I will follow-up with you to arrange a time to meet with you and some of your technical staff to discuss the enclosed proposal and answer any questions that you may have. Please feel free to contact me if you have any questions or need additional information. For more information about Merit, please refer to the enclosed materials or visit our web site at www.merit.edu. Thank you for your interest and support of Merit Network.

Sincerely,



Jim Lundberg
Upper Peninsula Member Engagement Manager
Merit Network, Inc.

MEMBER

1 Gbps Fiber Connection with 100 Mbps of Bandwidth - 5 Year

* Contains Optional Items

Product Details	Quantity	One-Time Price	Total One-Time	Recurring Price	Total Recurring
Contracted Bandwidth - 100 Mbps	1	\$0.00	\$0.00	\$6,480.00	\$6,480.00
Network Access	1	\$0.00	\$0.00	\$2,250.00	\$2,250.00
DDoS Protection Service	1*	\$0.00	\$0.00	\$1,500.00	\$1,500.00
Merit's DDoS Protection Service affords protection of your internet connection against volumetric Distributed Denial of Service ("DDoS") attacks. Merit staff will proactively monitor network traffic using best-in-class tools & threat intelligence. When they identify a sustained DDoS attack on your network, they will immediately contact you and begin the appropriate mitigation to keep your services up and running.					
DDoS Protection Service Setup	1*	\$3,000.00	\$3,000.00	\$0.00	\$0.00
DDoS Protection Service Setup - Discount	1*	(\$3,000.00)	(\$0.00)	\$0.00	\$0.00

Annual Recurring Total: **\$8,730.00**
 Optional Annual Recurring Subtotal: **\$1,500.00**

1 Gbps Fiber Connection with 75 Mbps of Bandwidth - 5 Year

* Optional

Product Details	Quantity	One-Time Price	Total One-Time	Recurring Price	Total Recurring
Contracted Bandwidth - 75 Mbps	1	\$0.00	\$0.00	\$4,860.00	\$4,860.00
Network Access	1	\$0.00	\$0.00	\$2,250.00	\$2,250.00
DDoS Protection Service	1*	\$0.00	\$0.00	\$1,500.00	\$1,500.00
Merit's DDoS Protection Service affords protection of your internet connection against volumetric Distributed Denial of Service ("DDoS") attacks. Merit staff will proactively monitor network traffic using best-in-class tools & threat intelligence. When they identify a sustained DDoS attack on your network, they will immediately contact you and begin the appropriate mitigation to keep your services up and running.					
DDoS Protection Service Setup	1*	\$3,000.00	\$3,000.00	\$0.00	\$0.00
DDoS Protection Service Setup - Discount	1*	(\$3,000.00)	(\$0.00)	\$0.00	\$0.00

Optional Annual Recurring Subtotal: **\$8,610.00**

1 Gbps Fiber Connection with 50 Mbps of Bandwidth - 5 Year

* Optional

Product Details	Quantity	One-Time Price	Total One-Time	Recurring Price	Total Recurring
Contracted Bandwidth - 50 Mbps	1	\$0.00	\$0.00	\$3,240.00	\$3,240.00
Network Access	1	\$0.00	\$0.00	\$2,250.00	\$2,250.00
DDoS Protection Service Merit's DDoS Protection Service affords protection of your internet connection against volumetric Distributed Denial of Service ("DDoS") attacks. Merit staff will proactively monitor your traffic using best in class tools & threat intelligence. When they identify a sustained DDoS attack on your network, they will immediately contact you and begin the appropriate mitigation to keep your services up and running.	1*	\$0.00	\$0.00	\$1,500.00	\$1,500.00
DDoS Protection Service Setup	1*	\$3,000.00	\$3,000.00	\$0.00	\$0.00
DDoS Protection Service Setup - Discount	1*	(\$3,000.00)	(\$3,000.00)	\$0.00	\$0.00

* Optional Annual Recurring Subtotal: **~~\$6,990.00~~**
 \$5,490.00
 NO DDoS

Merit Internet Service - Renewal/Upgrade



Provided by:

Merit Network, Inc.
 Jim Lundberg
 906-474-1222
 Fax (734) 527-4125
 lundberj@merit.edu

Prepared for:

City of Ironwood
 213 S. Marquette St.
 Ironwood, MI 49938
 Paul Anderson
 (906) 932-1122
 andersonp@ironwoodmi.gov

Quote Information:

Service Agreement#
20221221-DED-78591-AMF-1
Quote# 002164 Version: 1
 Delivery Date: 02/02/2023
 Expiration Date: 03/21/2023

Annual Recurring Expenses Summary

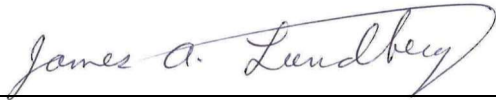
Description	Amount
1 Gbps Fiber Connection with 100 Mbps of Bandwidth - 5 Year	\$8,730.00
Annual Recurring Total: \$8,730.00	

*Optional Expenses

Description	Recurring
1 Gbps Fiber Connection with 100 Mbps of Bandwidth - 5 Year	\$1,500.00
1 Gbps Fiber Connection with 75 Mbps of Bandwidth - 5 Year	\$8,610.00
1 Gbps Fiber Connection with 50 Mbps of Bandwidth - 5 Year	\$6,990.00
	\$5,490

Your signature below constitutes your agreement to purchase the Service(s) outlined in this proposal, the associated pricing, and the terms and conditions included in the proposal.

Merit Network, Inc.

Signature: 
 Name: Jim Lundberg
 Title: Upper Peninsula Member Engagement Manager
 Date: 02/02/2023

City of Ironwood

Signature: _____
 Name: Paul Anderson
 Date: _____

Additional Service Details

Bursting

Burstable Pricing - Burstable bandwidth is measured by the “average peak” usage of the circuit, defined as the maximum bandwidth used in successive traffic samples taken over 30 minutes on two consecutive days in a month. Affiliate pays for the minimum bandwidth specified by the Contracted Bandwidth Fee, plus any additional charge for actual peak bandwidth used each month. The additional charge is calculated as the difference between the specified bandwidth fee and the fee for the peak bandwidth used that month. If Affiliate uses more than the base amount in three consecutive months, the highest amount used in each of those months would become the new base.

Merit's current per Mbps bandwidth rates are: \$6.40/Mbps/month (1-yr Term), \$6.00/Mbps/month (2-yr Term), \$5.70/Mbps/month (3-yr Term), and \$5.40/Mbps/month (5-yr Term).

DDoS Mitigation

Should you decline the option to subscribe to Merit's DDoS Protection service and later request Merit to mitigate a DDoS attack, a one-time emergency mitigation fee of \$5,000 will be incurred.

Pricing Guarantee

The pricing provided in this proposal is valid through the Expiration Date unless rescinded by Merit.

Agreement Term

This agreement begins on 10/26/2022 and expires on 10/25/2027.

Purchasing Details

Should you choose to proceed with the Service(s) included in this proposal, please provide the following details:

- Billing Contact Name, Phone Number, Email: _____
- Billing Cycle Date: July 1, January 1, October 1, or Other _____
- Billing Frequency: Annual, Semi-annual, Quarterly, or Monthly
(Non-annual billing frequencies incurring a \$25 fee per non-annual invoice)
- Service Implementation Contact Name, Phone Number, Email: _____

Merit Service Agreement

Service Agreement # 20221221-DED-78591-AMF-1

This Service Agreement (collectively with each Service Schedule, as defined below, the "Agreement"), is made by and between Merit Network, Inc. ("Merit") and City of Ironwood ("Member").

1. Background

Merit is a non-profit corporation, governed by Michigan's four-year publicly supported universities, operating a statewide computer network providing links to external networks.

2. Services Provided

(a) *General.* Merit will provide to Member the Internet access services, optional fee-services, and other mutually agreed-upon services (collectively, the "Services") set forth below or in a specific Service Order Form (each a "Service Agreement") which may be executed from time-to-time by Merit and Member setting forth additional services, all of which shall be subject to the terms and provisions of this Agreement.

(b) *Network Access.* Merit will provide to Member Internet access and other services as defined in the Schedule(s) referenced in Section 3.

(c) *Installation.* Merit will provide, at Member's expense, the labor, equipment, and other materials necessary to provide network access. This includes the equipment at both ends of the connection, the circuit used (if applicable), and related materials, parts and labor. Member shall pay a service charge for the equipment, the cost of the circuit and any Merit and telephone company installation fees (if applicable), associated with the installation. All equipment supplied by Merit will remain the property of Merit. Member shall be responsible for all internal networking, host computers to be attached to the network, and any associated software. Member shall also be responsible for the cost of any software upgrades to Member owned equipment, which may be specified by Merit which is required in order to effectuate the network attachment. In addition, if applicable to Member's choice of connection, Member shall provide a voice grade phone line that will be connected to diagnostic equipment supplied by Merit, attached to the router for diagnostic purposes. Member may have the option to select an alternate installation option for a reduced fee. If option is selected, Merit will configure all equipment and ship it to the Member. Member will then be responsible for installation of equipment at their location.

(d) *Service and Support.* Payment of the annual Member fee shall entitle Member to participate in the service and support offered by Merit from time-to-time to other Merit Members. This service and support will include software and firmware upgrades required to maintain compatibility with the equipment and software used in the Merit backbone. It does not include optional equipment or software upgrades offered by Merit which are intended to add new features or provide increased performance. Those upgrades will be provided at Member's expense upon request and pursuant to a separate written Service Agreement. It also does not include the replacement of equipment previously installed by Merit at Member's site that is no longer supported by the manufacturer or which has reached the end of its useful life. If requested to support a service or feature upgrade, that equipment will be replaced by Merit, but at Member's expense. Member's Internet access may exceed the provisioned and contractual bandwidth limit ("Bursting") by up to 50% (as capacity allows) - this will result in additional Bursting fees.

(e) *Maintenance.* Merit is responsible for the operation and maintenance of its backbone and server facilities. Member is responsible

for the operation and maintenance of its local area networks, computers and other equipment. Member is also responsible for the cost of the maintenance on the Merit-supplied circuit at Member's site, but agrees that all maintenance for circuits and Merit-owned equipment will be performed by Merit. Member is responsible for providing and maintaining an acceptable environment for all Merit-owned equipment located at the Member premises. Should Merit owned-equipment be damaged as a result of the Member's abuse, neglect, or failure to provide an acceptable environment or as a result of environmental damage such as fire, flood or lightning strike, Member is responsible for paying (i) the cost of all repair services and travel expenses provided at Member's site at Merit's then-applicable hourly maintenance rate, plus mileage, and (ii) the cost of all parts and materials. Maintenance and repair services are available from Merit between 7:00 a.m. and 4:00 p.m., Monday through Friday, except holidays. Service may be provided at other mutually agreed upon times, if arranged in advance.

(f) *Wireless Disaster Recovery Failover Solution (optional)*. For an additional fee, Member may elect the Wireless Disaster Recovery Failover Solution option. This Service will include the installation of a secondary device utilizing cellular wireless signals from a third party carrier. Should the primary Merit Internet service be impaired, this Service will automatically failover and act as a temporary Internet connection for the duration of the impairment. This Service is best effort and subject to the availability of the third party carrier cellular service. The estimated capacity of the Service will vary from the primary Merit Internet Service, and is specified in the attached Schedule(s).

3. Payment

Member shall pay for (i) Services set forth on the attached Schedule(s) to this Agreement and any subsequent schedules that reference this Services Agreement Number (ii) any additional Services as provided in the applicable Service Agreement; and (iii) applicable maintenance services at the then-applicable rates. Without limiting the foregoing, Member shall pay all one-time set-up and installation charges, any one-time or recurring telecommunications service charges (regardless of whether such costs are passed through by Merit or billed separately by the telecommunications provider), related administrative fees charged by Merit. Member shall also pay all applicable federal, state, and local taxes, duties, levies and fees however designated including but not limited to sales and use taxes, as well as fees to recoup any applicable federal, state, and local fees, and cost recovery charges, including without limitation, universal service fees and charges for the sale, installation, use, or provision of the Services. All non-recurring and recurring fees are billed in advance on an annual basis beginning on the first date of service, except Member may elect monthly, quarterly or semi-annual billing for an additional administrative fee. The amount of the administrative fee will vary with the frequency of the billing. Any additional service fees will be billed as the service or charge is incurred. Some qualifying Members may be granted extended payment terms for one-time set-up and installation charges with addition of an appropriate administrative fee. Payment is due within (30) days from the date appearing on the invoice. Member will be charged a 1.5% late charge on the first day of each month on all invoices remaining unpaid (45) days after the date appearing on the invoice. These payment terms do not apply to amounts paid to Merit through the USF program.

4. Term and Termination

(a) *Term*. The term of this Agreement begins on the date of start of Services provided by Merit, and extends for the term as defined in attached quote.

(b) *Renewals*. Unless either party gives a written termination notice at least (30) days prior to the end of the current term (whether it's the initial term or a renewal term), the term of this Agreement will be renewed automatically for a similar term as the term which is then in effect.

(c) *Early Termination*. If Member terminates this Agreement for any reason other than Merit's breach of its responsibilities under this Agreement before the end of the term, or if Merit terminates this Agreement because of a violation by Member of any term or provision of this Agreement including, but not limited to, Member's failure to make any payment when due, then Member shall be responsible for and shall pay a lump sum equal to (i) 50% of the applicable monthly charges, multiplied by the number of months remaining in the current term of this Agreement, plus (ii) all telecommunications service charges applicable through the date service is actually terminated, regardless of the effective date of termination of the Agreement, and any related administrative fees charged by Merit, plus (iii) any additional early termination penalties or charges assessed by the telecommunications carrier, plus (iv) the balance

of any remaining fiber access fees or amortized install charges, plus (v) all costs associated with disconnecting Member's service and removing any equipment from Member's site (charged at the then-applicable rates for maintenance), plus (vi) any outstanding amounts previously incurred for maintenance, plus (vii) if Member previously received a discount as a result of agreeing to a term longer than one (1) year, an early termination penalty equal to the total amount of the discount, as calculated without any reduction or proration to reflect the point during the term at which the termination occurs, and plus (viii) if Member previously received extended payment terms for one-time set-up and installation fees, the balance remaining plus any assessed administrative charge are due and payable upon termination. One-time installation charges are not refundable. In the event Member requests Merit to continue providing any portion of the Services beyond the requested termination date, Member agrees to pay Merit for those Services at the then-applicable rates in accordance with the terms of payment provided in Section 3 above. The above termination charges do not apply to Merit service moves or upgrades.

(d) *Termination.* Upon termination of dedicated service with Merit, whether such termination occurs at the end of the initial term or any subsequent terms, or as an early termination during an agreement period, Member agrees that all IP addresses assigned from Merit's CIDR block shall be promptly returned. In addition, Member shall be responsible for transitioning responsibility of primary and/or secondary DNS to their own DNS server, or that of its new carrier.

(e) *Price Adjustments.* If Merit initiates reduced Service Fees to its Non-Profit Members during the Agreement period, Member may renew this Agreement at the new rates for a term of equal or greater length than the initial term. In all instances, the renewal will be for a minimum of twelve (12) months and the renewal rates will reflect the term discount of the new term period.

5. Limited Warranty

Merit will supply, at no charge, new or rebuilt replacements for defective equipment or parts for the initial term of this Agreement. This Limited Warranty does not cover damages due to accident, misuse, abuse or negligence. REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF MEMBER. MERIT SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

6. Rights and Obligations of Member

(a) Member is Responsible to Its Authorized Users. Member is solely responsible for communicating with its own authorized users, and for handling all complaints and trouble reports made by its authorized users, with respect to the Services provided hereunder.

(b) *Acceptable Use Restrictions.* Merit's Acceptable Use Policy ("AUP") applies to the use of all Services provided by Merit, including any unsupervised anonymous network access offered by Member. By accepting Services from Merit, Member agrees to comply with the AUP located at <https://www.merit.edu/aup.pdf>, and any changes made from time to time thereto. Member also agrees to be responsible for the compliance by its users with the AUP.

7. Rights and Obligations of Merit

Merit shall be responsible only for the operation and maintenance of the Services. Member shall be responsible for maintaining and managing its own network that interfaces with the Services. Merit shall not be responsible for cabling that connects Member-owned equipment to Merit equipment or the Services. Any interruption in the Services that is caused by the malfunction or interruption of any physical telecommunications media or facility (including, but not limited to cables and fiber optic lines) or by any malfunction or manufacturer's defects of equipment either provided by Merit to Member or separately purchased by Member will not be deemed a breach of Merit's obligations under this Agreement.

8. Indemnification

Member and Merit (collectively the "Indemnifying Parties" and individually the "Indemnifying Party") will indemnify, save harmless and defend each other and all of Merit's Members and other Members, as well as their respective employees, officers, directors and

agents (collectively “Indemnified Parties”) from and against any claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including, but not limited to reasonable attorney’s fees incurred with or without suit, in arbitration or mediation, on appeal or in a bankruptcy or similar proceeding) (collectively “Claims”) threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to any actual or alleged (i) breach of this Agreement by the Indemnifying Party; or (ii) negligent or tortious act or omission to act of the Indemnifying Party. The Member will also indemnify, save harmless and defend the Indemnified Parties from Claims threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims assert that the data content delivered by the Member via the Services constitutes an infringement of any confidential information, trade secret, patent, copyright, trademark, trade name or other legal right of a third party.

9. Limitation of Liability

Except for the Limited Warranty in Section 5 above, the equipment and Services provided by Merit are provided on an “as is” and “as available” basis. Merit does not warrant that the Services will be uninterrupted or free of harmful components. Merit makes no express warranties and waives all implied warranties. Merit and its employees are not liable for any costs or damages arising directly or indirectly from Member’s use of the Services or the Internet including any direct, indirect, incidental, exemplary, multiple, special, punitive or consequential damages. Member assumes full responsibility and risk for the use of the Services and the Internet, and is solely responsible for evaluating the accuracy, completeness, and usefulness of all services, products and other information. If Member is dissatisfied with the Service(s) or with any terms, conditions, rules, policies, guidelines or practices of Provider in operating the Services(s), Member’s sole and exclusive remedy is to terminate this Agreement in accordance with Section 4, above, and discontinue using the Service(s). Merit’s cumulative liability to Member or any third party for any and all claims relating to the use of the equipment and Services provided by Merit shall in no event exceed the amount of the annual Member fees paid by Member to Merit during the twelve (12) month period ending on the date of the event giving rise to the claim. Merit shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

10. Force Majeure

Merit shall not be liable for any loss or damage suffered by the Member or its users, directly or indirectly, as a result of Merit’s failure to perform, or delay in performing, any of its obligations contained in this Agreement where such failure or delay is caused by circumstances beyond Merit’s control or which make performance commercially impracticable, including but not limited to, fire, flood, storm or other natural disaster, COVID-19 or other pandemics, explosion, accident, war, riot, civil disorder, governmental regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances, including manpower or supply chain disruptions caused by any of the above.

11. Data Content

Merit is not liable for the content of any data transferred either to or from Member via the Services provided by Merit, nor for any loss or damage, whether personal, material, or financial, suffered by Member as a direct or indirect consequence of the Services provided by Merit.

12. Miscellaneous

(a) **Governing Law; Jurisdiction.** The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of Michigan.

(b) **Entire Agreement.** This Agreement, and the Service Agreements entered into by the Parties from time-to-time, is the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement may not be amended except upon the written consent of the parties. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or

partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder shall not constitute a waiver of the act or condition itself.

(c) *Assignment.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, and assigns. Member may not assign this Agreement without the prior written consent of Merit.

(d) *Headings; Severability.* Headings used in this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

(e) *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

____ Please do not include my organization's name or likeness in Merit Network's marketing or advertising campaigns or materials.

DED, v.06152021

Merit DDoS Protection Service Agreement

Service Agreement # 20221221-DED-78591-AMF-1

Background

Merit is a non-profit corporation, governed by Michigan’s four-year publicly supported universities, which operates a statewide research and education network, and provides network services and other products and services to its Members.

Merit Network, Inc. (Merit) agrees to perform the following services (the “Service”) for City of Ironwood (“Member”). (Merit and Member may also be referred to as “Party or the Parties.”)

Merit DDoS Protection Service

Merit’s DDoS Protection Service enables Members to out-task volumetric Distributed Denial of Service (“DDoS”) attack detections and mitigation activities by utilizing Merit’s Security Operations Center (“SOC”) and cloud mitigation services in order to keep their business online during a DDoS attack.

Benefits of the Service

This Service allows Members to benefit from controlled costs and business continuity in the event of a DDoS attack. In the event Merit mitigates an attack, Merit will send frequent updates until the mitigation is concluded and will compile an incident summary report to the Member after the event. Benefits of the annual subscription include four (4) professional service hours in order to configure the service and review the reports and alerts a Member might expect to receive. Subscribers will also receive reports about their traffic statistics and network health.

Configuration of the Service

Member and Merit will work together to establish 1) dedicated contacts and escalation processes for requesting a DDoS attack mitigation and 2) procedures for an attack mitigation that exceeds limits.

Merit DDoS Protection Service (Annual Subscription)	Initial Set-Up Fee Percentage of Merit Internet Contracted Bandwidth Fee	<ul style="list-style-type: none"> • DDoS Mitigation in event of a DDoS Attack • Coverage is for sustained volumetric DDoS Attacks inbound from the greater internet. This service does not provide protection against Member-to-Member attacks. • Basic reporting & alerts in the event of an incident, reactive monitoring (detecting & responding to events in progress) • Post-mortem summary & report • Mitigation is limited to an initial period of 24 hours. After 24 hours, mitigation efforts will be reviewed to determine if an extension is needed. • Member is responsible for any additional fees (if applicable) if mitigation exceeds 24 hours or 1 Tbps in return traffic. <p>On-boarding - four (4) hours of complimentary professional services for configuration of managed objects & to establish contacts and</p>
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		procedures in the event of an attack.
On-Demand Mitigation Fee	\$5,000/mitigation for non-subscribing Members (available upon request)	<ul style="list-style-type: none"> • No on-going fees; Member can purchase a mitigation for a fee in the event of a DDoS attack • Post-mortem summary & report • Member is responsible for any additional fees if mitigation exceeds 24 hours or 1 Tbps in return traffic.
Member-to-Member Attack Protection	Cost of equipment	<ul style="list-style-type: none"> • Member-to-Member attack protection is available with the purchase of additional equipment and support.

Terms and Conditions

1. Rights and Obligations of Merit

- a. Merit will provide the Services selected in the Schedule and described in this Services Agreement, optional for-fee services, and other mutually agreed-upon services (collectively, the “Services”) set forth in this Agreement, or in separate service agreements which may be executed from time-to-time by Merit and Member setting forth additional services, all of which will be subject to the terms and provisions of this Service Agreement.
- b. Support - Merit’s SOC responds to requests for a mitigation in approximately fifteen (15) minutes during business hours, and it typically takes thirty (30) minutes from the initial request to mitigate. Outside of regular business hours, response time is typically thirty (30) minutes, with forty-five (45) minutes from the initial request to mitigate. During the course of an event, Merit will provide a status update to the Member every four (4) hours or if there is a significant update to report. When it appears the attack is complete or the duration of the attack is approaching default limits, Merit will end the mitigation or follow procedures outlined for attacks exceeding limits (see section 1.d, below). No specific commitments to respond to and mitigate a DDoS attack are intended or implied. First level support provided by Merit Support Center 24x7x365 and includes basic troubleshooting. Second and third level support will be engaged by Merit staff to resolve/escalate issues.
- c. Maintenance - Member is responsible for the operation, maintenance, and updates of its local area networks, computers and other equipment on its premises.
- d. Mitigations Exceeding Specified Limits - Should a mitigation exceed time (24 hours) or return traffic limits of 1 Tbps, Member agrees that additional costs may apply (after authorization by Member). Alternatively, Member will notify Merit in advance to stop the cloud mitigation once limits are reached. At that point, Merit may use other mitigation methods such as remote black hole triggering or filtering.

2. Rights and Obligations of the Member

- a. Service requires active Merit Internet contract.
- b. The Member must consent to a cloud mitigation and may request a mitigation be terminated at any time; Merit will only conduct a mitigation on the Member’s behalf if the DDoS attack is affecting other Merit Members or Merit’s ability to deliver Internet Service.
- c. Member is responsible to its Authorized Users. Member is solely responsible for communicating with its own Authorized Users, and for handling all complaints and trouble reports made by its Authorized Users, with respect to the Services provided hereunder. Authorized Users will be any individuals to whom the Member has issued an email address.

3. Payment

- a. Member shall pay for Services as provided in an applicable Service Agreement Schedule. Member shall pay all one-time set-up and installation charges and any other one-time fees in advance unless otherwise indicated. Member shall also pay all applicable federal, state, and local taxes, duties, levies and fees however designated including but not limited to sales and use taxes, as well as fees to

recoup any applicable federal, state, and local fees, and cost recovery charges, including without limitation, universal service fees and charges for the sale, installation, use, or provision of the Services. Payment is due within thirty (30) days from the date appearing on the invoice. All other amounts will be billed per the Member's Invoice Frequency as selected in the Service Agreement Schedule as the service is provided and/or charge is incurred.

4. Term

a. The Initial Term of this Agreement begins on the date that this Agreement is fully executed and extends full calendar months for the term selected in the attached schedule. This agreement will automatically renew for one (1) year Renewal Term unless either party gives a written termination notice as least thirty (30) days prior to the end of the Initial Term or current Renewal Term. Member must have an active Merit Internet Service Agreement in order to be eligible for this service.

5. Termination

a. Member may terminate this Agreement upon thirty (30) days advance written notice. Termination will not relieve Member of responsibility to pay any and all outstanding invoices or for any services rendered prior to termination. All fees are non-refundable.

b. Early Termination - If Member terminates this Agreement for any reason other than Merit's breach of its responsibilities under this Agreement before the end of the term, or if Merit terminates this Agreement because of a violation by Member of any term or provision of this Agreement including, but not limited to, Member's failure to make any payment when due, then Member shall be responsible for and shall pay a lump sum equal to (i) 50% of the applicable monthly charges, multiplied by the number of months remaining in the current term of this Agreement, plus (ii) if Member previously received a discount as a result of agreeing to a term longer than one (1) year, an early termination penalty equal to the total amount of the discount, as calculated without any reduction or proration to reflect the point during the term at which the termination occurs, and plus (iii) if Member previously received extended payment terms for one-time set-up and installation fees, the balance remaining plus any assessed administrative charge are due and payable upon termination. One-time installation charges are not refundable. In the event Member requests Merit to continue providing any portion of the Services beyond the requested termination date, Member agrees to pay Merit for those Services at the then-applicable rates in accordance with the terms of payment provided in Section 3 above.

6. Limited Warranty

a. Merit warrants that the Services will be as described in the Agreement. MERIT WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. MERIT WILL NOT BE LIABLE FOR ANY SECURITY RELATED INCIDENTS OR SUBSEQUENT DAMAGES DUE TO CHANGES MADE TO MEMBER ENVIRONMENT AS A RESULT OF THE SECURITY ASSESSMENT.

7. Indemnification

a. Member and Merit (collectively the "Indemnifying Parties" and individually the "Indemnifying Party") will indemnify, save harmless and defend each other and all of Merit's Members and other Affiliates, as well as their respective employees, officers, directors and agents (collectively "Indemnified Parties") from and against any claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including, but not limited to reasonable attorney's fees incurred with or without suit, in arbitration or mediation, on appeal or in a bankruptcy or similar proceeding) (collectively "Claims") threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to any actual or alleged (i) breach of this Agreement by the Indemnifying Party; or (ii) negligent or tortious act or omission to act of the Indemnifying Party. The Member will also indemnify, save harmless and defend the Indemnified Parties from Claims threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims assert that the data content delivered by the Member via the Services constitutes an infringement of any confidential information, trade secret, patent, copyright, trademark, trade name or other legal right of a third party.

8. Limitation of Liability

a. The Services provided by Merit are provided on an “as is” and “as available” basis. Merit and its employees are not liable for any costs or damages arising directly or indirectly from Member’s use of the Services including any direct, indirect, incidental, exemplary, multiple, special, punitive or consequential damages. Member assumes full responsibility and risk for the use of the Services, and is solely responsible for evaluating the accuracy, completeness, and usefulness of all services, and related information. Merit’s cumulative liability to Member or any third party for any and all claims relating to the use of the Services provided by Merit shall in no event exceed the pro-rated amount of the Service. Merit shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

9. Force Majeure

Merit shall not be liable for any loss or damage suffered by the Member or its users, directly or indirectly, as a result of Merit’s failure to perform, or delay in performing, any of its obligations contained in this Agreement where such failure or delay is caused by circumstances beyond Merit’s control or which make performance commercially impracticable, including but not limited to, fire, flood, storm or other natural disaster, COVID-19 or other pandemics, explosion, accident, war, riot, civil disorder, governmental regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances, including manpower or supply chain disruptions caused by any of the above.

10. Data Content

a. Merit is not liable for the content of any data transferred either to or from Member via the Services provided by Merit, nor for any loss or damage, whether personal, material, or financial, suffered by Member as a direct or indirect consequence of the Services provided by Merit.

11. Miscellaneous

- a. Governing Law/Jurisdiction - The validity, interpretation, enforceability, and performance of this Agreement will be governed by and construed in accordance with the laws of the State of Michigan.
- b. Entire Agreement - This Agreement, and the Service Agreements entered into by the Parties from time-to-time, is the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement may not be amended except upon the written consent of the Parties. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder shall not constitute a waiver of the act or condition itself.
- c. Assignment - This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, and assigns. Neither party may assign this Agreement without the prior written consent of the other. Such consent will not be unreasonably withheld.
- d. Headings/Severability - Headings used in this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.
- e. Counterparts - This Agreement may be executed in counter-parts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

12. Confidentiality

- a. All Member data remains the exclusive property of the Member. Merit agrees not to use this data for any purpose, other than

providing the Service to the Member, without the prior written permission of the Member.

13. Promotional Use

a. For purposes of promoting Merit Services, Merit will occasionally issue a press release, news story or publish information on social media sites announcing services purchased by our Members. Specific information such as pricing and other contractual details will not be included in these announcements. Your organization can be exempt from these announcements by placing your initials below.

_____ Please do not include my organization's name or likeness in Merit Network's marketing or advertising campaigns or materials.

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